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A REGISTERED LIMITED LIABILITY PARTNERSHIP

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June 20, 2024

***Via Email: Lisa.Nehal@fsresidential.com***

Ms. Lisa Nehal  
2016 Main Owners Association, Inc.  
2016 Main Street  
Houston, TX 77002

Re: Building Rules and Regulations

Dear Lisa:

Enclosed is a copy of the recorded Building Rules and Regulations. As you can see, this document was recorded in the Official Public Records of Harris County, Texas, on June 20, 2024, under Clerk's File Number RP-2024-222887.

If you have any questions regarding this matter, please do not hesitate to give me a call.

Very truly yours,

**HOOVER SLOVACEK LLP**

*Mark K. Knop*

Mark K. Knop

cc: Howard Bookstaff *(via email w/encl.)*

## PRESIDENT'S CERTIFICATE

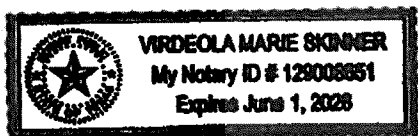
I, Mark Mays, President of the 2016 Main Owners Association, Inc., a Texas non-profit corporation (the "Association"), the property owners' association for the 2016 Main Condominiums located in Harris County, Texas, hereby certify that the attached document is an original or true and correct copy of the 2016 Main Owners Association, Inc. Amended and Restated Building Rules and Regulations.

**2016 MAIN OWNERS ASSOCIATION,  
INC., a Texas non-profit corporation**

By: Mark Mays  
Mark Mays, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this the 14 day of June, 2024, by Mark Mays, President of 2016 Main Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Virdeola Skinner  
Notary Public

### AFTER RECORDING, RETURN TO:

Mark K. Knop  
Hoover Slovacek, LLP  
5051 Westheimer Rd., Suite 1200  
Houston, Texas 77056

# **2016 MAIN OWNERS ASSOCIATION, INC.**

## **Amended and Restated Building Rules and Regulations**

**Effective July 19, 2024**

RP-2024-222887

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## **2016 MAIN OWNERS ASSOCIATION, INC.**

### **AMENDED AND RESTATED BUILDING RULES AND REGULATIONS**

These Amended and Restated Rules and Regulations (“Rules and Regulations”) have been adopted by the Board of Directors of 2016 Main Owners Association, Inc. for the purpose of governing and regulating the use of the facilities and services of 2016 Main Condominiums for the betterment of all who own units in the condominium regime and shall supersede the prior Amended and Restated Building Rules and Regulations recorded in the Official Public Records of Harris County, Texas, under Clerk’s File Number RP-2023-430942. The rules and regulations contained in this document shall, in no way, limit or restrict the existing rules and regulations found in the Condominium Declaration for 2016 Main Condominium and/or Bylaws of the Association, or the ability, power, or authority of the Board of Directors to amend or add to these Rules and Regulations.

### **KEY DEFINITIONS**

For the purposes of these Rules and Regulations, the following definitions shall apply:

1. “Association” or “2016 Main” shall mean 2016 Main Owners Association, Inc.
2. “Board” shall mean the Board of Directors of 2016 Main Owners Association, Inc.
3. “Building” shall mean the 2016 Main Condominiums building and the parking garage.
4. “Business Office” shall mean the Business Office of the Association.
5. “Declaration” shall mean the Condominium Declaration for 2016 Main Condominium.
6. “Front Door Access Control” shall mean the access control personnel stationed at the front entrance to the Building on Gray Street.
7. “Garage Access Control” shall mean access control personnel stationed at the entrance to the garage on Travis Street.
8. “Guest” shall mean any person who is invited on the premises by the Resident of the unit, but who does not live in the unit or pay the Resident, directly or indirectly, to stay overnight in the unit.
9. “Management” shall mean the Association’s managing agent.
10. “Occupant” shall mean any person living in a unit who is not the Owner or Renter.
11. “Owner” shall mean the recorded deed holder of a unit at 2016 Main Condominiums.
12. “Renter” shall mean any person(s) that is identified or required to be identified in a lease pursuant to the Owner’s Rental Guidelines.

13. "Resident" shall mean any person(s) who lawfully resides at 2016 Main Condominiums (whether Owner, Renter or Occupant).

### **AUTHORITY TO PROMULGATE AND ENFORCE**

The Association, acting through its Board, has the authority under Texas law and the Condominium Declaration to establish, make and enforce 2016 Main Owners Rules and Regulations. Each Owner is responsible for complying with the terms of the Declaration, the By-Laws of the Association and the other condominium documents to which each Owner is subject, as well as complying with these Amended and Restated Rules and Regulations (these "Rules and Regulations") and/or any other Rules and Regulations adopted by the Board for the Association (collectively, herein the "Governing Documents").

The Board reserves the right to take any authorized action against any owner that violates any of the Governing Documents. These measures may include, but are not necessarily limited to, filing suit against an owner for injunctive relief as well as damages and statutory fines. In the event the Association incurs attorney fees, costs, expenses and charges due to a violation of the Governing Documents by an Owner or such Owner's Renter, Guest, invitee, or Occupant of such Owner's unit, the Association, to the extent allowed by Texas law, shall be entitled to recover such attorney fees, costs, expenses and charges from the violating Owner or the Owner whose Renter, Guest, invitee, or Occupant violates the Governing Documents. Additionally, the Board reserves the right to charge a fine pursuant to the Fines Section of these Rules and Regulations for violations of the Governing Documents. **Owners will be responsible for all costs and attorneys' fees incurred by the Association concerning violations of the Governing Documents and any fines imposed. The attorney fees, costs, and fines will be added to the Owner's assessment account.** The Board does not desire to engage in the expense and aggravation which litigation entails; however, if an Owner does not adhere to the Governing Documents, the Board reserves the right to take appropriate action.

### **RULES AND REGULATIONS**

#### **Access Cards**

2016 Main utilizes a card access system and a fob access system for entry into the interior of the Building and the garage. Prior to receipt of an access card or fob, each Resident must review and sign the Access System Guidelines (*Herein so called; See Access System Guidelines referenced in the Additional Governing Documents Section herein for additional terms and provisions*). The access cards or fobs should not be given out to anyone that the Resident does not intend to have unlimited access to the interior of the Building. It is a violation of these Rules and Regulations for anyone other than Management to copy or duplicate access cards or fobs. A fine of \$1,000.00 may be imposed upon the Owner if the access cards or fobs to the Owner's unit are copied or duplicated by anyone other than Management. Each Resident receiving an access card or fob is responsible for complying with the Access System Guidelines and any other rules relating to access cards and fobs. In addition to the levying of fines and taking legal action, access cards, and fobs may be deactivated by the Management, in its sole and absolute discretion,

for violation of this Access Card Section. Renters must be registered with Management prior to obtaining access cards or fobs. Each Resident of the unit is responsible for all persons that gain entry into the Building with their access card or fob.

An Owner will be issued two (2) access cards or two (2) fobs (or one (1) access card and one (1) fob) per unit (no charge for access cards. However, to have a fob, the Owner will be required to pay \$10 per fob) and is required to sign the Access System Guidelines. Should an Owner request more than two (2) access cards or two (2) fobs per unit, the Owner will be required to pay \$50.00 for each additional access card and \$60.00 for each additional fob. Owners are responsible for the care and maintenance of the access cards and fobs issued to them or their Renters. If an Owner loses, misplaces, or damages an access card or a fob, the Owner agrees to immediately: (i) inform the Business Office and pay a replacement fee (\$10.00 for an access card or \$20.00 for a fob), in advance, for the cost of a new access card or fob and reprogramming the access card or fob system.

An Owner has the option to purchase a fob in addition to access cards or switch an access card for a fob and pay the difference (an additional \$10.00).

If an access card or fob is lost or stolen, the Resident must report such loss or theft immediately to the Business Office. A replacement access card or fob can be obtained from the Business Office for a fee established by the Board.

A Renter who leases a unit from an Owner for thirty (30) days or more shall pay the Association a deposit of \$50.00 per access card or \$60.00 per fob which shall be refunded within thirty (30) days after the access card or fob is returned to the Association in an undamaged condition. If a Renter loses, misplaces, or damages an access card or a fob, the Renter agrees to immediately: (i) inform the Business Office; (ii) inform the Owner; and (iii) pay a replacement fee (\$10.00 for an access card or \$20.00 for a fob), in advance, for the cost of a new access card or fob and reprogramming the access card or fob system. A renter must sign the Access System Guidelines.

No measures taken by the Association should be relied upon by any Resident or Guest for the security of any persons or property. The security of Residents, Guests, or anyone else visiting the Building is their responsibility and the responsibility of the local law enforcement agency. If there are any security concerns, the local law enforcement agency should be called. In the event of an emergency, "911" should be called.

#### **Additional Governing Documents**

Attached and incorporated herein by reference are the following documents which are available at the Business Office and on the Building's electronic communication system which is available to all Residents:

1. Access System Guidelines.
2. Fining Amount Directive.
3. Outside Contractor Rules and Agreement.
4. Owner Acknowledgement of Outside Contractor Rules and Agreement for Minor Alterations and Non-Intrusive Work Form.



5. Application for Architecture Modification Form.
6. Resident Information Sheet Form.
7. Skyline Room Rental Reservation Form.
8. Certificate of Compliance with Owners' Rental Guidelines Form.

### **Air Conditioning/Heating**

In an effort to conserve energy and minimize the A/C and heating costs, patio doors and drapes should be kept closed during the day especially when the Resident is not present in the unit.

Maintenance of air handlers and changing air conditioner filters in each unit are the responsibility of each Resident. Filters should be changed monthly for maximum efficiency. Adding "algae pan tabs" on a monthly basis serves to greatly decrease the chances of the condensation pan overflowing and causing sheetrock damage to ceilings and walls. *(See Utilities Section herein for additional terms and provisions).*

### **Alterations**

In the event that any alterations are proposed to be made to a unit, a written scope of work outlining the work to be performed and the contractors and materials to be used must be submitted to the Business Office prior to the commencement of the work. Alterations subject to this requirement include, but are not necessarily limited to, painting, lighting, carpeting, flooring, etc.

Alterations that are "Minor Alterations/Non-Intrusive work" or "Major renovations/Intrusive work," as those terms are defined and used in the Outside Contractor Rules and Agreement *(Herein so called; See Outside Contractor Rules and Agreement referenced in the Additional Governing Documents Section herein for additional terms and provisions)* are subject to the terms and provisions of the Outside Contractor Rules and Agreement.

Any proposed alteration which involves a "Limited Common Element" (as defined in the Declaration and herein so called) must be submitted to the Board for approval before work can begin.

Any proposed alteration to the interior of a unit which affects the "Common Elements" (as defined in the Declaration and herein so called) such as plumbing, air conditioning, electrical system, etc. must be submitted to the Board for approval before work can begin.

In its approval process, the Board, in its sole discretion, may require the Owner requesting the alteration to retain, at Owner's expense, an independent contractor appropriate to the work to be done (i.e. a plumber, electrician, HVAC contractor, etc.) to assure the Board that the work will be done in a good and workmanlike manner without damage to the Association, or the Building and without disturbances to other Residents. The Association and its representatives and contractors shall have the right to enter and inspect any unit during reasonable hours under the circumstances to determine whether work being done or completed in a unit is in compliance with Building requirements.

Prior to the start of any work, certificates of insurance for all trades people *(See Trades People Section herein for additional terms and provisions)* must be on file with the Business Office.

### **Annual Audit**

The Association is audited annually, and the audit is available for Owners to review at the Business Office. A copy of the audit is available for twenty-five cents (\$0.25) per page.

### **Application of Payments Policies**

1. **Application of Funds.** Any payments received by the Association from an Owner or on behalf of an Owner shall be applied to the Owner's debt or account in the following order:
  - a) **First:** Any attorney's fees or third-party collection costs incurred by the Association in connection with collection of the Owner's debt;
  - b) **Second:** Any other fees and expenses reimbursable to the Association in connection with collection of the Owner's debt;
  - c) **Third:** Any fines due by the Owner;
  - d) **Fourth:** Any late charges due by the Owner;
  - e) **Fifth:** Any building or other damage charges due by the Owner;
  - f) **Sixth:** Any other non-assessment amount owed to the Association;
  - g) **Seventh:** Any past-due delinquent assessments (beginning with the oldest); and then
  - h) **The current assessments.**
2. **Bankruptcy.** In the event a delinquent Owner files bankruptcy, the Association reserves the right to file a proof of claim, pursue a motion to lift the automatic stay, or take any other action it deems appropriate to protect its interests in the pending bankruptcy action. To the full extent permitted by the United States Bankruptcy Code, the Association shall be entitled to recover any and all attorneys' fees and costs incurred in protecting its interests, and such fees and costs shall be charged to the Owner's assessment account.
3. **Returned Checks.** At the election of the Association, an Owner will be charged a fee of \$30.00 for any check returned by the bank, which fee will be charged to the Owner's assessment account. A notice of the returned check and the fee will be sent to the Owner by the Association's management company. If two or more of an Owner's checks are returned unpaid by the bank within any one-year period, the Board may require that all of the Owner's future payments for a period of two years be made by cashier's check or money order.

### **Assistance to Residents**

The Association complies with all applicable fair housing laws. Accordingly, the Association will make reasonable accommodations and allow reasonable modifications, as required by applicable fair housing laws. However, the Association does not provide the services of an assisted living facility. The Management employees are neither qualified nor trained to handle medical emergencies or to assist with medical conditions.

### **Attire**

Residents must wear suitable attire in all common areas (i.e. shirts, shoes, and bathing suit cover-up). To avoid creating wet carpet and slippery tile in elevator lobby areas, residents and guests shall not wear wet bathing attire in the common areas.

### **Balconies**

Awnings and other projections such as lattice work and fencing cannot be installed on balconies.

To prevent damage to property or injury to a person below, DO NOT throw any item off a balcony. This includes cigarette butts and other small objects.

Plants on balconies must have drip pans to catch excess water. No plants are allowed on the balcony ledges.

Residents should not hang clothing, rugs, mops, hanging baskets, etc. on or from balconies.

Balconies are not to be used as storage space. *(See Storage Lockers Section herein for additional terms and provisions)*

Do not kennel a pet on the balcony for any period of time. *(See Pets/Animals Section herein for additional terms and provisions)*

The exterior lights on the balconies located above the balcony doors must be a white light to provide a uniform look to the Building's exterior. The light is the responsibility of the Owner.

### **Barbecue Pits**

Use of any type of barbecue pit, hibachi or similar cooking device on a balcony is not allowed.

### **Bicycles**

Bicycles are not allowed in the passenger elevators or to be transported through the lobby of the Building. Please lock your bicycle in the bicycle racks in the garage. Riding a bicycle in the garage is not allowed. If you must bring your bicycle into the Building, use the basement entrance and the freight elevator only. All bicycles must be registered with the Business Office and the Owner will be provided an E-Z tag to secure to the bicycle.

### **Board Meetings**

All Owners (and only Owners) are welcome and encouraged to attend Board meetings. The schedule for all Board meetings for a full year is posted on the bulletin board across from the mailbox on the first floor. Board Briefs (a condensed version of the meeting) are sent to all Owners after each Board meeting. Minutes of the meetings are available to read at the Business Office (copies are available for

twenty-five cents (\$0.25) per page). In an effort to encourage attendance, participation, and open communication at Board meetings, video and audio taping of Board Meetings is not permitted.

The annual meeting of the Association occurs the first Tuesday of each December. The date of the annual meeting is announced to each Owner, in advance, by mail. The purpose of the annual meeting is to elect new Board members.

### **Cameras**

The Association reserves the right to place cameras in and around common areas of the Building. Cameras located on the property are not to be construed as a representation of security, that the Association monitors the cameras or that the cameras will work on a 24-hour basis or that the Association provides security of any type. Do not rely upon the cameras to provide protection from crime. Contact law enforcement personnel should you have any security concerns – Call 911.

### **Collection Policy**

Article V of the Declaration establishes that all Owners are obligated to pay assessments imposed by the Association to meet the common expenses. When any Owner fails to pay their pro rata share of common expenses, it becomes an additional and unnecessary burden on all other Owners. In order to minimize the burden placed on all Owners when one or more Owners fail to pay their pro rata share of common expenses, the Board has adopted the following collection policy in order to enforce each Owner's obligation to pay.

1. **The Due Date.** Each Owner is required to pay the Owner's assessment on or before the first day of each month. Special assessments shall be paid on the specified date.
2. **Failure to Pay by the 5<sup>th</sup> Day of the Month.** If an Owner fails to pay on or before the 5<sup>th</sup> day of the month, a letter will be sent to the Owner demanding that all delinquent assessments be paid.
3. **Failure to Pay by the 15<sup>th</sup> Day of the Month.** The Declaration requires the imposition and assessment of a late charge of \$5.00 in the event that an Owner has not paid an assessment on or before the 15<sup>th</sup> day of the month in which the assessment is due. Should an assessment not be paid timely, the Association reserves the right to retain legal counsel to send a letter to the delinquent Owner to demand the amount of the delinquency plus all late charges and any attorneys' fees incurred as a result of legal action.
4. **Delinquency of 45 Days or More.** If an Owner is 45 days or more delinquent in paying an assessment, the Association authorizes legal counsel to: (i) file suit against the Owner for a monetary judgment; or (ii) post the unit for non-judicial foreclosure; or (iii) file suit for a monetary judgment and seek judicial foreclosure of the Association's lien against the unit. Any action will incorporate a claim for all delinquencies, late charges, attorneys' fees, court costs and interest.

5. **Delinquency of 90 Days or More.** If an Owner is 90 days or more delinquent in paying an assessment(s), the Association has the right to non-judicially foreclose the Owner's unit pursuant to the terms of the Declaration and applicable law.
6. **Exceptions.** To the extent allowed by the Declaration and applicable law, the Board reserves the right to make exceptions or variations to this collection policy or exercise any other rights or remedies it has to collect amounts owed.

In addition to the action outlined in this policy, the Association, through the Board, may take whatever action the Board is authorized to take by the Governing Documents or by law to collect any assessments or to abate any violation of the Governing Documents. Additionally, the Board reserves the right to apply any monies received in any manner allowed by applicable law. Such action may include, but is not necessarily limited to, filing a lien against the delinquent Owner's unit, revoking the voting privileges of any delinquent Owner or, in the case of a violation of the Governing Documents, assessing a fine against the violating Owner.

Any additional Building service provided by Management and not covered by the maintenance assessment, i.e. special extermination charges, fees or penalty assessments, will be invoiced monthly by Management and will be due ten (10) days after the date of the invoice.

#### **Condominium Commercial Units**

In addition to the other Rules and Regulations, all condominium commercial units in the Building must comply with the following:

1. No unit shall be used either on a permanent or temporary basis as a sleeping accommodation.
2. Guests, invitees, patrons and occupants of the unit shall not use or enjoy any recreational facilities of the Building, the Guest Rooms or enter the Common Elements except when necessary to gain access to the unit.
3. No sign of any kind shall be displayed to the public view on or from the unit without the prior written consent of the Board or the written consent of the Association's managing agent acting in accordance with the Board's direction.
4. No noxious or offensive activity shall be carried on, in or upon the unit or Common Elements that may be or become an unreasonable annoyance or nuisance to any other Owner.
5. No loud noises or noxious odors shall be permitted to emanate from a unit.

#### **Conduct**

In keeping with the image of the Building, no disruptive, profane or vulgar conduct is permitted in the Building. Public intoxication is not allowed in the common areas of the Building.

### **Door Mats**

For safety reasons and to prevent a tripping hazard no doormat (s) of any kind are allowed in the common area hallways.

### **Emergency Procedures**

IN CASE OF AN EMERGENCY, CALL 911 FOR POLICE, FIRE, or AMBULANCE SERVICE. Then alert Garage Access Control at 713-659-1705 as to the type of emergency. However, neither the Association nor Management (including Garage Access Control) are trained or experienced in providing any type of "first responder" services and should not be relied upon for such services.

1. **Fire.**

**Call 911.** If you call 911 to report a fire, direct the dispatcher to have the fire department arrive at the Travis Street entrance and provide your unit number to the 911 operator. Also notify Garage Access Control (713-659-1705) and provide your unit number.

There are three (3) fire exits and pull stations per floor, one on each end of the hallway and one in the middle of the hallway. There are also three (3) fire hoses and three (3) fire extinguishers per floor. Please familiarize yourself with the locations of these items.

**IT IS A VIOLATION OF CITY OF HOUSTON CODES TO TAMPER WITH OR ACTIVATE FIRE ALARMS UNLESS THERE IS A FIRE.**

2. **Ambulance Service.**

When you call for an ambulance, instruct the dispatcher or ambulance driver to arrive at the garage entrance on Travis Street and provide your unit number. Also notify and provide your unit number to Garage Access Control (713-659-1705).

3. **Evacuation.**

Emergency evacuation diagrams are posted on every floor by the elevators. Familiarize yourself with a planned evacuation route.

**DO NOT USE ELEVATORS IN THE EVENT OF FIRE.**

### **Entrances to the Building**

The front lobby door on Gray Street is open daily from 7:00 a.m. to 11:00 p.m. and is staffed during those hours by Front Door Access Control personnel. Residents may enter the front door between 11:00 p.m. and 7:00 a.m. by using their access card, fob or by identifying themselves via the camera located at the front entrance which is monitored at Garage Access Control.

A Guest arriving between 11:00 p.m. and 7:00 a.m. should contact Garage Access Control (via the intercom at the main entrance located on Gray Street) for entry. It is incumbent upon each Resident or Guest to gain entry to the Building only through use of an access card, fob or 2016 Main Staff with acceptable identification as determined by 2016 Main Staff, in its sole and absolute discretion.

### **Exercise Facility**

The Exercise Facility located in Unit 601 on the Sixth Floor is open daily from 5:00 a.m. to 10:00 p.m. for all Residents. Additionally, the Exercise Facility will be open from 10:00 p.m. to 11:00 p.m. with reservations only. A reservation must be made with the Business Office in advance with a limit of four reservations and/or four persons for that hour per day. No area can be reserved for private use.

The door to the Exercise Facility must remain closed. Entry is only available by access card or fob. No food, drink or animals are allowed. Proper exercise attire must be worn, including only rubber sole athletic shoes. **NO BARE FEET. The TV is shared and the volume must be kept at a minimal level. Music is only allowed with the use of headphones.**

Use of the Exercise Facility is restricted to those Residents 18 years and older. Use of the exercise equipment is at your own risk. The Association or its Property Management Team is not responsible for accidents or injuries as the result of the use, misuse, or malfunction of any of the equipment. All equipment must be used in accordance with posted instructions and without disturbing others. Equipment must not be moved around the room or removed from the Exercise Facility.

Weights must not be slammed down on the floor and must be returned to the weight station after use. Additionally, equipment with weights must be set down in a manner to create the least amount of noise as possible. **EXERCISE AT YOUR OWN RISK!**

### **Exterminators**

Extermination service is provided for all Residents. Exterminators are on the property once per week to treat the common areas. Individual unit treatment is available by request through the Business Office. Any additional service not provided by the standard building contract (i.e. fleas) will be billed to the Resident of the unit by Management.

### **Fines**

Each Owner is responsible for compliance with the Governing Documents as well as compliance by any and all Renters, Occupants or Guests in the Owner's unit. The Association has all rights and remedies available to the Association pursuant to the Governing Documents and Texas law to enforce the Governing Documents. These rights and remedies include, but are not limited to, the right to levy fines against Owners who violate, or whose Renters, Occupants or Guests violate, the Governing Documents. Upon the imposition of a fine, the Association will provide written notice to the Owner that not later than the 30<sup>th</sup> day after the date of the notice, the Owner may request a hearing before the Board to contest the fine. In addition, the Association reserves the right to hold the Owner responsible for any damages caused by the violation.

The amount of the fines levied by the Association, through the Board, may be up to \$1,000.00 per violation, or such higher amount as the Board determines to be reasonable, depending upon the number of repeat violations or the severity or nature of the violation (including, but not limited to, increased fines for violations of the Association's short-term rental restrictions and increased fines for expired vehicle registration stickers that are not cured before the increased fine has been levied). The Association reserves the right to modify the fine amount and its fining procedure depending upon the circumstances surrounding a violation and has the right to pursue any rights or remedies that the Association, through the Board, is legally authorized to pursue for any violation of the Governing Documents. *(See the Fining Amount Directive referenced in the Additional Governing Documents Section herein for additional terms and provisions)*

### **Flammable/Toxic Substances**

Absolutely no flammable/toxic substances are permitted to be brought into or stored anywhere in the Building, at any time, or for any reason. Live holiday trees are flammable and difficult to remove from the Building; consequently, they are greatly discouraged.

### **Food/Grocery Deliveries**

All food delivery personnel, such as pizza, Chinese food, Uber Eats, Home Chef, Grub Hub, Door Dash, Postmates, Favor, EatSmart, Instacart, GoPuff, etc., are not permitted access to any residential floor.

Before 11:00 p.m., all food deliveries must be delivered to the Front Desk Concierge at the Gray Street entrance. Our Concierge Staff will contact the Resident to inform them that their food delivery has arrived. All Residents must come to the front desk to personally pick up their food.

After 11:00 p.m., all food deliveries must be delivered to the Overnight Concierge at the garage entrance, and the Resident must pick their food up there. The Overnight Concierge will follow the same protocol by calling the Resident and informing them that their food delivery has arrived. The Concierge will hold the food delivery for no more than 45 minutes. A final courtesy call will be made to the resident. If the food is not retrieved in 15 minutes after the final courtesy call, the food will be disposed of. Please include the appropriate delivery instructions when you order food for home delivery.

NOTE: If a Resident is mobility impaired, upon request, a member of our staff will gladly deliver the food to their unit.

All grocery deliveries must be dropped off using a cart at the Access Control by the garage. Access Control will contact the Resident to pick it up. Please remember that all Residents must leave their IDs to take the cart. The Resident's ID will be returned by Access Control once the cart is returned. Note: If a Resident is mobility impaired, upon request, a member of our staff will gladly deliver the groceries to their unit.



### **Freight (Service) Elevator**

The freight elevator is available Monday thru Friday between 9:00 a.m. and 5:00 p.m. and Saturday between 9:00 a.m. and 3:00 p.m. by reservation through the Business Office at (713) 659-1801. The elevator lobby floor must be covered with Masonite (provided by 2016 Main) and the "run key" turned on (provided and performed by 2016 Main). Moving furniture is prohibited at the lobby level. Moving into the Building through the lobby is not permitted. All furniture and any items which cannot be hand-carried must be brought through the basement, onto the freight elevator, and then to the floor of your unit. All moves and all use of the freight elevator must be coordinated through the Business Office in advance in accordance with the Move-in/Move out Section of these Rules and Regulations.

Should you be expecting a delivery of an item which would require the use of the freight elevator, the Business Office must be contacted in advance of the delivery date to schedule the elevator.

Unauthorized use of the freight elevator may result in a fine of up to \$250.00 per unauthorized use. In addition, the Owner shall be responsible for all costs and expenses associated with any damage to the elevators, lobby floors, hallway carpet or wall coverings.

### **Garage**

Clearance into and out of the garage is 7' 0". Oversized vehicles, trailers, disabled vehicles and boats are not permitted entry and shall not be stored in the garage area. Car washing and repairs are not permitted in the garage.

EZ tag parking access is available to Residents. One (1) tag per parking space can be requested from the Business Office.

A five-minute loading and unloading zone is located at the entrance to the garage. It is intended as a very short-term convenience to unload a small item or to secure the use of carts from Garage Access Control. Any vehicle left unattended for longer than five (5) minutes can be towed without notice and will be at the expense of the Resident and/or automobile owner.

### **Guests**

Guests may enter the Building by the front door between 7:00 a.m. and 11:00 p.m. or via the Garage Access Control at other times (*See Entrances to the Building Section herein for additional terms and provisions*). No Resident or Occupant should authorize Front Door Access Control or Garage Access Control to allow any unknown person(s) to gain entrance to the Building. If you have occasion to have a Guest use your unit in your absence, you must provide prior written notice to the Business Office. No keys will be given out by the Business Office, Front Door Access Control or Garage Access Control without written instruction from the Resident that includes the name and address of the Guest, an estimated arrival date, and expected length of visit by the Guest.

### **Guest Rooms**

Six (6) guest rooms are located on the Sixth Floor and are available for use by Guest(s) of Residents for overnight or short-term stays. These rooms are not available to the public for rental.

During regular business hours, contact the Business Office to reserve guest rooms in advance. A refundable deposit and nominal room rate must be paid in advance. All Guests must provide proper identification. The Resident's ID/Driver's license will be required to make a reservation. An ID/Driver's license of the Guest will be required when the Guest checks in.

A maximum of two (2) adults and two (2) children (any person under the age of 18) per room is allowed. Check out time is before 12:00 noon or an additional daily rate will be charged.

Guests are required to comply with these Rules and Regulations at all times. Additional regulations may apply; please contact the Business Office for details.

### **Insurance**

The monthly maintenance fee includes appropriate insurance for the Building to cover common areas and real property. Individual unit Owners are responsible for insuring their own personal property and for having liability insurance as required by the Declaration.

RENTERS OF INDIVIDUAL UNIT OWNERS ARE REQUIRED TO OBTAIN RENTER'S INSURANCE.

### **Laundry Facilities**

Coin operated laundry facilities are located on the 5th floor for use by Residents, Occupants and Guests. The laundry room is open 24 hours a day. Please be considerate of others using the facilities by cleaning up any spills or accidents you may have. Do not leave your laundry unattended.

ANYONE USING THE LAUNDRY FACILITIES IS SOLELY RESPONSIBLE FOR THEIR BELONGINGS.

### **Lettering for Commercial Spaces/Signage**

On exterior doors, the glass panel adjacent to the entrance door to each commercial space may be used for lettering that identifies the commercial business. The size, font, and color of all lettering must be approved in advance in writing by the Board. Generally, lettering should be bronze or silver in color, block or script font, with letters no larger than 7 inches. Suite number identification shall be no larger than 3 inches.

Corner locations may also apply lettering that matches the exterior entrance door/panel to one glass panel on the adjacent side.

**On interior doors, the glass door or glass sidelight may be used for lettering and/or suite number identification. Generally, lettering should be a bronze or silver color, block or script font, with letters no longer than 3 inches. Suite identification shall be no larger than 3 inches. The size, font, and color of all lettering must be approved in advance in writing by the Board.**

**The Board has sole approval of any lettering or signage for Suite 101.**

### **Lock Outs**

A Resident who is locked out of their unit must leave their ID with Access Control in order to obtain a key to gain access to their unit. The Resident's ID will be returned by Access Control once the key is returned.

In the event the Resident is locked out without an ID, a member of the 2016 Main staff will escort them to their unit to let them in.

If the Resident has not provided a key to the Office, 2016 Main Staff cannot assist and the Resident must call a locksmith to enter the unit. In addition, in the event of an emergency (fire, medical, death), if the Office does not have a key, Fire Department personnel will break the door open, and it is the Resident's responsibility to repair any damage. In the event of a water leakage, the Association is also authorized to break the door open to mitigate any damage to the Building from the leak and it is the Resident's responsibility to repair any damage caused by breaking the door open.

### **Luggage/Grocery Cart**

Residents who need to check out the luggage/grocery cart must leave their picture identification with Access Control to obtain access to the luggage/grocery cart. Once the luggage/grocery cart is returned, Access Control will return the Resident's picture identification. Do not use the luggage/grocery cart for heavy items. As a courtesy to other Residents, please return the luggage/grocery cart in a timely manner.

### **Mailbox**

Each unit is assigned a mailbox located on the first floor. The mailboxes are serviced by the United States Postal Service. The Business Office does not have access to the mailboxes. Receptacles for disposal of unwanted mail are located across from the mailboxes. Please use them. *(See Trash Section herein for additional terms and provisions)*

### **Maintenance Assessments and Building Services**

Maintenance assessments are due in full on the first day of every month. Assessments not paid by the 15th will incur a \$5.00 late charge. These mandatory assessments are established in the Declaration and set annually by the Board. *(See Collection Policy Section herein for additional terms and provisions)*

### **Move-in/Move out**

**All moves** must be scheduled through the Business Office in advance and must occur Monday through Friday between 9:00 a.m. and 5:00 p.m. or Saturday between 9:00 a.m. and 3:00 p.m. Except for the designated times on Saturday, moves are not permitted on weekends or holidays.

- Management will conduct a walk-thru and inspection with movers and Resident both before the move begins and upon completion;
- Owner is responsible for any damage caused by the Owner or Renter moving in or out of the Building or by the movers;
- Prior to move-in, a non-refundable fee of **\$200.00** (\$50.00 if the move-in is to a furnished unit) must be paid by the Owner to the Association in the Business Office. This fee is to partially offset expenses that Management will incur as a result of the move-in;
- The hallway carpet to and from the elevator and unit must be covered with cardboard or Masonite (provided by 2016 Main);
- The elevator lobby floor must be covered with Masonite (provided by 2016 Main);
- “Move in Progress” sign must be installed in the freight elevator and the “run key” turned on (provided and performed by 2016 Main).

All moves into or out of the Building must be scheduled through the Business Office to secure the use of the freight elevator in accordance with the “Freight Service Elevator” section of these rules. Only the elevator designated as “Freight Service Elevator” can be used for moving in or out of the Building, or for moving furniture, equipment, heavy boxes, construction debris or other heavy loads at any time.

Moving materials such as empty cartons and packing materials must be broken down and disposed of in the Trash Room located on each floor or preferably, should be removed from the Building by the Owner or Renter moving. Please notify Management if you have left items in the Trash Room for disposal.

The freight elevator may only be scheduled between 9:00 a.m. and 5:00 p.m., Monday through Friday and Saturday between 9:00 a.m. and 3:00 p.m. and may not be scheduled on Sundays or holidays.

**Passenger elevators may not be used to move in or out of the Building or to move furniture at any time.**

Any damage done to common or limited common areas by movers, Residents, Occupants, and or Guests will be charged to the Owner of the unit in which the move occurs.

## **Noise**

Consideration of other Residents regarding noise is imperative. Stereos, radios, televisions and musical instruments should be played at levels low enough that the sound cannot be heard in the hallways or adjacent units. In addition, the Building is a poured-in-place concrete building. This means that any sound made in your unit can reverberate several floors above and below your unit. This includes shoving or pushing furniture around on bare floors. To avoid disturbing Residents above and below your unit, if you are using any kind of weight equipment, do not drop or let it fall without padding underneath, especially if you do not have carpet in your work-out area.

## **Odors**

Noxious odors emanating from a unit into the common areas or adjacent units are not permitted. While cooking, use the exhaust system in the kitchen.

Animals must be hygienically cared for so that their elimination odors are non-existent.

## **Owners' Rental Guidelines**

Each Owner is responsible for the conduct of the Owner's Renters and such Renter's or Renters' Guests and Occupants. It is a violation of these Rules and Regulations if any Renter, Guest, or Occupant disturbs the rights, comfort, or conveniences of other persons within the Building. The Association relies upon each Owner to properly screen anyone who will reside in the Building. The following guidelines must be followed by any Owner who rents his or her unit:

1. **Short-term Rentals and Advertisements for Rentals.** No residential unit shall be leased or rented for less than thirty (30) consecutive days. No residential unit shall be advertised or marketed in any manner, on any forum, for short-term (less than thirty [30] days) accommodation, vacation, or transient hotel purposes. This includes social media, Airbnb, Vacation Rentals by Owner (VRBO) and other similar vendors and companies. An Owner and/or an Owner's Renter(s) or Occupant(s) are prohibited from renting or subletting or advertising the rental of a unit for less than thirty (30) consecutive days.

2. **Rental History and Criminal Background Checks.** In order to minimize problems, an Owner should refrain from renting his or her unit to anyone with an unacceptable rental or criminal history. The Association is not responsible for determining whether a prospective Renter's rental or criminal history is acceptable.

An Owner should obtain and check references for each prospective Renter and/or Occupant and, to the extent allowed by applicable fair housing laws and rules, should decline to rent to anyone who has a history of being evicted for nonmonetary reasons.

An Owner must obtain a criminal background check and, to the extent allowed by applicable fair housing laws and rules, should decline to rent to anyone who has been recently convicted of a felony offense(s) involving conduct that would be a violation of the Governing Documents.

3. **Background Checks.** An Owner must screen each prospective Renter applicant and each prospective Occupant over the age of 18 by obtaining a criminal background check through a certified third-party company that conducts background checks.

A copy of a recent criminal background check must be provided to Management at least ten (10) days before the Renter or Occupant is allowed to occupy the unit. The background check cannot be older than thirty (30) days before the prospective move-in date.

Should the background check indicate that the prospective Renter or Occupant over the age of 18 has been convicted of a felony, the Owner should refrain from renting the unit to that applicant or allowing that Occupant to occupy the unit. The Board reserves the right to not allow an applicant or Occupant with a felony conviction access to the Building.

An Owner is responsible for providing his or her Renter(s) and/or Occupant(s) with the Governing Documents and for ensuring that they understand and comply with them. The Owner is responsible for notifying the Renter(s) and/or Occupant(s) of any changes to the Governing Documents during the lease term.

4. **Lease Term and Provisions.** A lease contract shall be for at least thirty (30) consecutive days. Only one (1) lease agreement per unit is allowed.

Execution of a lease subjects the Renter and all Occupants to all provisions of the Governing Documents, the same as if they were an Owner. Notwithstanding any provision in the lease, the Owner is not relieved of any obligation under the Governing Documents and remains primarily liable thereunder. The Owner is ultimately responsible for any fines assessed against the unit.

- The mere execution of a lease subjects the Renter and all Occupants to all provisions of the Governing Documents, the same as if they were an Owner, provided that, notwithstanding the foregoing or any provisions of the lease between Owner and the Renter, the Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The Owner of the unit shall ultimately be responsible for any fines assessed against the unit.
- The Association may send notices of violation by a Renter or Occupant to the Renter, the Occupant, and the Owner of the unit occupied by the Renter or Occupant. Whether or not it is stated in the lease, a violation of the Governing Documents by a Renter or Occupant or Guest is deemed a material default of the lease for which the Owner has all available remedies by law or equity.
- The Owner must provide Management with a fully executed lease document and any subsequent lease extensions.
- Lease language must include an acknowledgment of the Governing Documents.

- A copy of the lease, Owner's landlord insurance, Renter's insurance, background check(s), and the on-site building orientation checklist must be provided to Management no less than ten (10) days before move-in.
- Move-in shall not occur until the lease application is received by Management, resulting in access to the elevator and common elements.

5. **Access Devices (Fob/ Access Cards).** Access devices are intended only for Residents. The Owner is responsible for purchasing an access card (\$50 each) and fob (\$60) that shall be registered to an authorized user only (must be registered in Connect as a Resident and must be on the lease). Owners are responsible for the care and maintenance of their access devices. A fine of \$250.00, along with deactivation of the access devices, may be imposed on the Owner if a device is found to be used by an unauthorized user. It is a violation of these Rules and Regulations for anyone other than Management to copy or duplicate access cards or fobs. A fine of \$1,000.00 may be imposed upon the Owner if the access cards or fobs to the Owners unit are copied or duplicated. A review of device access may be performed, resulting in device deactivation for non-use solely at the Management's sole and absolute discretion. The Renter must schedule and attend the building orientation with the business office. If the Renter does not attend or schedule an orientation with the business office within five (5) business days of the lease being executed, Management reserves the right to deactivate all issued fobs/access cards to the unit and EZ Tag(s).

6. **Unit Occupancy.** Rental occupancy in any unit is limited to no more than two (2) people per one (1) bedroom, studio or efficiency plus an additional person under eighteen (18) years of age unless otherwise required by law.

7. **Move-in Procedure.** The "Move In/Move Out" section of these Rules and Regulations must be followed with respect to reserving the use of the freight elevator when any Renter or Occupant moves in or moves out. Additionally, as part of every Owner's move-in procedure for a Renter, each Owner, on the Owner's own behalf or through the Owner's managing agent, shall provide Management with a fully completed and signed Certification of Compliance with Owners' Rental Guidelines (*See Certificate of Compliance with Owners' Rental Guidelines Form referred to in the Additional Governing Documents Section herein for additional terms and provisions.*) As part of the Renter's lease or other rental documents, the Renter and Occupants shall agree in writing to comply with the Governing Documents or any other rules that the Association may adopt from time to time. The Renter must schedule and attend an orientation with Management prior to move-in. The following fees must be paid to the Association prior to Renter's or Occupant's move-in:

**Move-in Fee..... \$200.00**

**Furnished Unit Move-In Fee..... \$50.00**

**EZ Tag for the access to the garage..... \$ 25.00**

**Access Cards are \$ 50.00, and Fobs are \$ 60.00**  
(refundable deposit in good condition only)

**Please make payment by cashier's check or money order payable to 2016 Main Owners Association, Inc.**

### **Outside Contractor Rules and Agreement**

Outside Contractor Rules and Agreement are contained in a separate document. Any construction or remodeling project desired by a Resident must be approved prior to work beginning by submission of the completed and signed Owners Acknowledgement of Outside Contractor Rules and Agreement for Minor Alterations and Non-Intrusive Work (*See Owners Acknowledgement of Outside Contractor Rules and Agreement for Minor Alteration and Non-Intrusive Work Form referred to in the Additional Governing Documents Section herein for additional terms and provisions*) to the Business Office.

Please review the Rules and Agreement carefully as they are part of the 2016 Main Construction Rules and Regulations and must be followed anytime a Resident plans to have work performed in a unit.

Please note: An Owner is responsible for repairing and replacing any portion of the Building, including Common Elements and Limited Common Elements that are damaged, disturbed or disrupted as a result of construction work. The Association and its representatives and contractors shall have the right to enter and inspect any unit during hours reasonable under the circumstances to determine whether work being done or completed in a unit is in compliance with Building requirements.

Also, please note that Building employees are not permitted to work for an individual Resident for any type of work.

Any Owner performing work in their unit without a contractor is responsible for complying with the Outside Contractor Rules and Agreement to the extent the Outside Contractor Rules and Agreement are applicable to the work being performed. For example, anyone performing work in the Building is responsible for obtaining all required permits and licenses and complying with all applicable laws. Please note that work performed by an individual Owner may require a permit from the City of Houston, especially when adding or repositioning any electrical wiring and/or performing plumbing work. Permits are required to remove any "fire rated" wall in the bathroom, kitchen, or walls between units. Paperwork requirements and written approval by the Property Manager for all renovations and alterations still apply. For any unit that requires an asbestos survey for the unit, it is the Owner's responsibility to provide the Property Manager at the Management Office with the survey for the unit.

All electrical work must be done by a licensed electrician. All plumbing work must be performed by a licensed plumber.

Before work begins, a copy of any required licenses or permits must be provided to the Property Manager at the Management Office before work begins.

Before the commencement of any work in the building, Residents performing work without a contractor are required to provide evidence of insurance at the same level of protection to the



Association as an insured contractor would be required to provide under the Outside Contractor Rules and Agreement.

### **Packages**

A package pickup and delivery room are located in the garage entrance area. Package pick up is available 24/7. All USPS packages, any oversized package, and any Resident's packages who have opted out of the Amazon Hub are delivered to that area. Once a package is received and recorded or logged into the system, the Resident will receive an email from Management that they have a package to be retrieved.

In the event the Resident has a package delivered to the Amazon Hub (located in the hallway just past the Business Office), Amazon or the delivery service (UPS, FEDEX, etc.) will send the Resident an email and/or text message with a code to pick up the package. If the Resident does not retrieve the package within three (3) days, a member of Access Control will remove the package and place it in the package room. A courtesy call will be made to the Resident regarding the package before the package is returned to the sender. This policy is to ensure that packages are not left indefinitely and picked up on a timely basis to make room for other deliveries.

If flowers or perishables are received, a call will be made to the Resident for pickup within 24 hours.

**Please note: The Association and Management are not responsible for the disposition or condition of any article/package it is authorized to accept. By authorizing the Association and Management to accept packages, the authorizing Owner fully and completely releases the Association and Management from all liability associated with such packages.**

### **Parking Spaces**

1. The terms and provisions in this Parking Spaces Section apply to the parking garage at the Building and the surface parking across Travis street under the Pierce elevated adjacent to the Building and violations shall constitute a finable offense.
2. Residents must park in their designated space. Any automobile not properly parked in its designated space shall be towed at the automobile owner's expense as authorized by law (*See Towing of Vehicles Section herein for additional terms and provisions*).
3. "For Sale" signs on vehicles are strictly prohibited.
4. A parking space shall be used for parking purposes only and cannot be used as a storage area.
5. No Resident shall park, store or keep any vehicle, except wholly within the parking space designated for it, and any inoperable vehicle (i.e. a vehicle that cannot be moved under its own power or has an expired registration sticker, expired license plate and either flat or no tires or exhibits significant fluid leaks, as determined by Management, in its sole

and absolute discretion) shall not be stored in a parking space or within the common elements in general.

6. No Resident shall park, store or keep within or adjoining the property: (i) any large commercial-type vehicle (dump truck, trash removal truck, cement-mixer truck, oil or gas truck, delivery truck or any other similar vehicle) or any vehicle used for commercial services; or (ii) any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle).
7. No Resident shall conduct any repairs or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the common elements.
8. The front boundary of a parking space is considered to be the exterior concrete wall (use of the space between the guardrail and the exterior can be used to park a wheeled delivery/luggage cart, a personal, collapsible cart, motor scooter or a bicycle within that space; but it is not for storage of other items).
9. The rear boundary of a parking space is considered to be the end of the lines marking the space.

#### **Pets/Animals**

1. No livestock, reptiles or poultry of any kind shall be raised, bred or kept in any unit or the Common Elements. Dogs, cats, fish, birds and other commonly recognized household animals, as determined by the Board, in its sole and absolute discretion, may be kept in units in a manner that will not disturb others, cause a nuisance to any other unit Owner, or damage the Building.
2. Animals shall not be kept, bred or maintained for commercial purposes. No more than two (2) animals per unit shall be allowed.
3. All animals must be appropriately licensed if required by law and be leashed or in a pet carrier while being brought through the common areas of the Building, including elevators. All animals must be kept either within a unit or an enclosed terrace (applicable to the 26<sup>th</sup> floor only) or on a leash being held by a person capable of controlling the animal. A unit or enclosed terrace must be maintained so that the animal cannot escape.
4. In an effort to be considerate to other residents, animals are not to be transported on the resident elevators. Animals should be transported using the service elevator. Provided, however, if the service elevator is out of service, animals may be transported on a resident elevator until the service elevator is operational. Provided further, since the service elevator does not stop on parking levels 2 and 4, owners transporting animals that have parking spaces on these levels may use a resident elevator when transporting animals to or from these parking levels. In addition, an animal may be transported through the garage area; however, animals should be brought only through the lobby entrance located off the garage

entrance on Travis Street, not through the front entrance on West Gray Street or the Fire Door entrance on Main Street.

5. All animals must be controlled so as not to disturb or harm others in or around the Building. Animals are not allowed in the laundry room, swimming pool, deck area, exercise facility or party room.
6. Restrictions regarding transporting animals and where animals are allowed do not apply to service animals (which includes assistance animals, support animals or therapy animals). Service animals are allowed to be with their owners at all times, unless they are disturbing or harming others in or around the Building.
7. In response to a request for an accommodation to have a service animal, the Association can request reliable disability-related information that: (i) (if the disability is not obvious or known) is necessary to verify that the person needing the accommodation meets the Fair Housing Act's definition of a disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities); and (ii) (if the disability-related need is not obvious or known) shows the relationship between the person's disability and the need for the requested accommodation.
8. There are no designated animal elimination areas either inside or outside the Building. Any cost to clean up or repair damage to common areas caused by an animal, i.e. chewing, eliminating, etc., will be charged to the Owner of the unit in which the animal is kept or is visiting. Animals are not to be left unattended on balconies. Do not kennel an animal on a balcony for any period of time.
9. Any Owner is absolutely liable to each and all remaining Owners, their families, Guests, Renters and invitees, for any unreasonable noise or damage to personal property, as determined by Management, in its sole and absolute discretion, caused by any animal(s) brought or kept on the Property by Owner or members of his family, his Renters or his Guests. It is the absolute duty and responsibility of each Owner to clean up after such animals that have used any portion of the Common Elements or Limited Common Elements such as balconies and parking spaces.

### **Rental Privileges**

If an Owner desires to offer a unit for rent, Owner must comply with the Owner's Rental Guidelines Section herein. The Renter and their Occupants can enjoy all of the amenities of the Building; however, the Owner forfeits Building amenity privileges to the extent such privileges are associated with owning that particular unit. For example, if an Owner rents a unit, the Renter is entitled to the Owner's privileges to utilize the amenities such as the exercise facility, Skyline Room, swimming pool and guest rooms. The Owner, as a landlord, no longer has the right to use these amenities as long as the Owner maintains a landlord status.

### **Resident Information Sheet**

Before moving in, the Business Office must be provided a completed Resident Information Sheet (*See the Resident Information Sheet Form referenced in the Additional Governing Documents Section herein for additional terms and provisions*) for each Resident who will inhabit the unit.

The Resident Information Sheet provides information for use in an emergency. If an Owner leases a unit, Owner must provide Management with a copy of the completed lease attached to the Renter's Resident Information Sheet before Management will authorize moving time on the freight elevators or issue access cards or fobs to the Building.

### **Rolling Storm Shutters**

*See Storm Shutters Section herein for applicable terms and provisions.*

### **Roof**

The roof of the Building and Skyline Room are restricted areas. Residents are not allowed to store any items or have access to these areas.

### **Satellite Dish**

A satellite dish may be installed; however, it must not extend beyond the horizontal or vertical boundaries of the unit's balcony and should be secured to the lower portion of the interior balcony wall or floor. Other restrictions may apply. All satellite dish installations must be reported in person to the Business Office prior to installation.

Satellite dish placement is regulated within the current FCC regulations. Please contact the Business Office to receive the current policies and regulations regarding the proper installation of a satellite dish on your balcony.

### **Security**

Security of persons and property is a genuine concern for all who live in a major metropolitan area such as Houston, Texas. No measures taken by the Association or Management can prevent crime from occurring. No one should rely upon any such measures to secure persons or property. All those who reside at or visit 2016 Main must take an active role in their own security. The Association is not responsible for injury, damage or loss to persons or property caused by another person, including but not limited to theft, burglary, trespass, assault, vandalism or any other crime. Security is the responsibility of each person and the local law enforcement agencies.

In the event you have security-related concerns, the appropriate local law enforcement agency should be contacted. The main number for the Houston Police Department is 713-884-3131. In the event of an emergency "911" should be called. Please note that any emergency service should be directed to the Travis Street entrance and provide your unit number.

Each Resident should obtain whatever insurance deemed necessary to protect themselves from any loss to persons or property. Always keep your door locked when inside your unit and especially when you leave your unit. It is a good idea to refrain from walking around the Building at night without being accompanied by another person.

### **Skyline Room**

The Skyline Room is located on the Sixth Floor and is available for private functions and only to Owners and Renters registered with Management. At all times, remember that the Sixth Floor has multiple residential units. Anyone using the Skyline Room or walking through the halls on the Sixth Floor must not disturb the residents of those units. Noise levels in the hallways must be kept to a minimum to avoid disturbing residents. *(See the Skyline Room Rental Reservation Form referenced in the Additional Governing Documents Section herein for additional terms and provisions)*

### **Smoking**

2016 Main is a **non-smoking** Building in all common areas.

### **Solicitation**

Solicitation is not allowed at or in the Building. No one is allowed to distribute any pamphlets, circulars, notices, memos or letters in the Building's common areas, including the garage, elevators or on/under a Resident's door. Please respect the privacy of the Residents. Please contact the Business Office for prior approval by Management if you have an announcement which you desire to place on the. Bulletin boards located in the laundry room and exercise facility.

### **Storage Lockers**

Each unit is assigned a storage locker located either in the basement or on the 5<sup>th</sup> floor of the Building. This is the appropriate area for storing belongings. Balconies, parking spaces, and aisles of the storage locker areas are not to be used to store your belongings. Items left in the aisles of the storage locker areas will be removed and disposed of without notice due to the fire and safety hazard these items may cause.

To access the assigned storage locker, the Resident must first visit the Business Office to obtain the key to the respective storage locker area. A Resident who wishes to use the storage locker assigned to the Resident's unit must provide their current identification to Management in order to receive the key. Keys must be returned to the Business Office within two (2) hours from the time the key was checked out. If the key is not returned on time, a fee may be charged to the Resident. The Owner of the unit for which the storage locker is assigned is responsible for removing any items left in the storage locker. The Association and Management are not responsible for removing items left by the previous Resident. Also, the Association and Management are not responsible for any Residents switching or exchanging storage lockers. It is the responsibility of each Resident to place a lock on their assigned locker to secure their belongings. KEYS ARE NOT TO BE DUPLICATED.

Neither the Association nor Management is responsible for the loss or damage of any items stored or left in storage lockers or storage locker aisles.

### **Storm Shutters**

Rolling storm shutters may be installed if they meet the standards acceptable to the Board. The material must be light beige to include box, tracks, slats and hardware. Board approval must be received in writing before any installation begins.

### **Swimming Pool and Deck Area**

The Swimming Pool and Deck Area is located on the Sixth Floor and is open from 7:00 a.m. to 10:00 p.m. daily.

All Guests (limit of 4 per unit) must be accompanied by an adult Resident. Children under 14 years of age must be accompanied by an authorized adult Resident.

**A LIFEGUARD IS NOT PROVIDED. ALL RESIDENTS AND GUESTS SWIM AT THEIR OWN RISK.**

Only appropriate swim wear will be allowed in the pool. For sanitation reasons, no person wearing a diaper is allowed in the pool or hot tub.

Persons in swimming attire must wear a cover-up in the halls, elevators and lobbies.

Please do not drip water on the carpet, tile or in elevators. No bare feet.

Glass containers are strictly prohibited on the pool and deck area. Only unbreakable containers are allowed. Place all trash in the provided trash containers.

Swimmers and observers are cautioned not to run on the Pool and Deck area. In an effort to make the Pool Deck Area available to all Residents, pool parties are not allowed.

Pool cleaning is scheduled for the morning hours to minimize interference with the Residents' use of the pool. Should Residents be at the pool when cleaning is scheduled, they will be asked to leave until the cleaning/maintenance has been completed.

For health reasons, pets are prohibited in the pool area. This rule does not apply to service animals reasonably required as aids to accommodate disabled persons. Service animals may not enter the pool!

Due to the limited size of the pool, no floats are allowed.

Wheeled vehicles, exclusive of wheelchairs, are not permitted on the pool deck.

Noise must be kept to a minimum while using the pool and spa. Residents live behind the patio doors on the Sixth Floor and on every floor above the pool on the Pierce Elevated side of the Building. Portable radios are allowed but the volume must be kept low enough as to not disturb others using the pool area or Residents who live on the Sixth Floor and on the floors above the pool. Profane language and behavior is strictly prohibited.

**SKYLINE ROOM RESERVATIONS DO NOT INCLUDE THE USE OF OR ACCESS TO THE POOL DECK AREA.**

### **Towing of Vehicles**

Towing of vehicles must be handled through Management. If someone is illegally parking in your space, call the Access Control Office in the garage at (713) 659-1705 for towing instructions. The Resident requesting the tow must sign the tow ticket. All tows must be in accordance with applicable law.

Management employees cannot sign for the Resident. Management reserves the right to tow vehicles in accordance with state law for violations of the Governing Documents.

### **Trades People**

Tradespeople (carpenters, plumbers, etc.) must be registered with Garage Access Control as well as with the Business Office. All tradespeople are required to use the service elevator. If they need to transport tools, materials or equipment, Management will need to schedule their time to use the service elevator. All Owners and their choice of outside trade/people, vendors, and service personnel must complete and submit an Outside Contractor Rules and Agreement form, provide proof of liability and workman's compensation insurance and a deposit. All documents must be submitted to the Business Office and approved prior to the commencement of any work. It is the responsibility of the Owner to acquire all necessary City of Houston and/or Harris County building and construction permits.

### **Trash**

A service room with a trash chute is available on each residential floor. Trash must be bagged in small quantities so as not to jam the chutes. Trash bags, sized to drop freely through the chute, must be used. **Kindly leave your properly bagged trash in the service room. Building maintenance will place the trash bags in the chute. You must notify Management of any trash left in the service room that is too large to be disposed of through the chute.**

### **Trash Disposal Guidelines**

1. Only Management staff has access to the trash chutes in the service rooms on each floor.
2. Please place your trash in a 13-gallon plastic bag, tie it, and place it in the service room on your floor. Management employees will dispose of the trash daily. **DO NOT PUT LOOSE TRASH ON THE FLOOR.**
3. Please place your cat litter in a heavy-duty plastic bag or double bag it.
4. Disassemble paper cartons and empty boxes. **DO NOT PUT LOOSE TRASH OR GARBAGE IN BOXES.**
5. Flammable and toxic substances are not permitted in the Building and should NEVER be placed in the service room.
6. Grease should be placed in a sealed glass jar or metal can and left on the floor of the service room. **DO NOT POUR GREASE DOWN ANY DRAIN OR PLUMBING FIXTURE IN YOUR UNIT.**
7. Newspapers should be placed in a plastic bag with your other trash. Please dispose of your papers DAILY.
8. Trades People and Contractors ARE STRICTLY PROHIBITED from depositing anything in the service room. All trades people and contractors are REQUIRED to carry off all debris and construction or demolition trash they create in your unit. The Owner will be charged should the Association need to remove any construction debris.
9. Residents moving out of the Building should not deposit abandoned furniture, appliances, or bulky trash in the service room. You **MUST** arrange to move these items out with you or call a charity of your choice to pick up the item(s) you are not taking with you and notify the Business Office that an organization will remove the item(s) and provide a name, address, telephone number, and email address of a contact person with such organization.

### **Unit Use Restrictions**

Conducting any kind of business (including childcare services) in any Residential Unit (as used herein, either a "Condominium Residential Unit" or a "Condominium Penthouse Residential Unit", as those terms are defined in the Declaration and herein so called) is prohibited – except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or business associates do not come to a Residential Unit for business purposes or an excessive amount (as determined by Management) of mail, packages or other deliveries do not come to a Residential Unit for business purposes. This rule does not apply to a "Condominium Commercial Unit" (as that term is defined in the Declaration and herein so called).

### **Utilities**

Water, electricity, heating and air conditioning, basic cable tv and internet monthly usage charges are covered by the monthly mandatory maintenance assessments. Telephone service is the responsibility of each Resident and is not included in the monthly maintenance assessment.



Maintenance of all utility services within an individual unit is at the Owner's expense as established and set out in the Declaration.

### **Water Beds**

The use of water beds is **STRICTLY** prohibited in the Building.

### **Weapons**

1. **Concealed Carry Restriction.** To the fullest extent allowed by applicable law, Residents, Occupants, and their Guests, invitees and contractors shall not carry a concealed handgun, rifle, shotgun or other firearms in the Building including, but not limited to, the General Common Elements and the parking garage, even if carrying the firearm is legal or the person carrying the firearm is legally licensed to carry the firearm. Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter the Building with a concealed handgun.
2. **Open Carry Restriction.** To the fullest extent allowed by applicable law, Residents, Occupants, Guests, and their invitees and contractors shall not openly carry a handgun, rifle, shotgun or other firearm in the Building, including, but not limited to, the General Common Elements and the parking garage, even if carrying the firearm is legal or the person carrying the firearm is legally licensed to carry the firearm. Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter the Building with a handgun that is carried openly.
3. **Illegal Weapons.** Residents, Occupants, and their Guests, invitees and contractors shall not carry any illegal weapons in the Building, including but not limited to the General Common Elements and the parking garage, even if the person carrying the illegal weapon is legally licensed to carry the illegal weapon. For the purposes of these Rules and Regulations, the term "illegal weapons" shall be any item or device declared illegal pursuant to the Texas Penal Code including, but not limited to, clubs, illegal knives, knuckles, chemical dispensing devices, zip guns and explosive weapons.
4. **Responsibility for Compliance.** The restriction of carrying firearms or other weapons in these Rules and Regulations does not in any way increase or otherwise change the standard of care the Association would have to Residents, Occupants, or their Guests, invitees or contractors with respect to safety or habitability. The standard of care with respect to these matters is not greater than the standard of care applicable to other buildings that may not have similar restrictions. The Association specifically disclaims any express or implied warranties that any portion of the Building will have any higher or improved security than any other condominium community. The Association cannot and does not warrant, guarantee or promise that persons will not carry a firearm or other weapons. The Association's ability to monitor or enforce these Rules and Regulations depends significantly upon voluntary compliance by Residents, Occupants, and their Guests, invitees and contractors. Notwithstanding the foregoing, these Rules and Regulations do

not prohibit Residents, Occupants or their Guests from lawfully possessing, carrying, transporting or storing a firearm, any part of a firearm or firearm ammunition in such Resident's or Occupant's unit (or in the case of a Guest, in the unit for whom such Guest is visiting), a vehicle located in the Building's parking garage or other General Common Elements as necessary to enter or exit such Resident's or Occupant's unit (or in the case of a Guest, from entering or exiting the unit for whom such Guest is visiting), the Building, or a vehicle in the Building's parking garage.

**Wi-Fi**

Wi-Fi is provided throughout the Building. Contact the Business Office for start-up information.



## 2016 MAIN

### ACCESS SYSTEM GUIDELINES

1. 2016 Main Owners Association, Inc. utilizes a card and fob access system for entry into the interior of the 2016 Main building (the "Building"), an EZ Tag for entry into the parking garage and the adjacent parking lot under the Pierce elevated (collectively, the "Parking Area"). Please develop the habit of always carrying your access card or fob with you. You will need it to access the garage elevator lobby doors, parking levels, Skyline Room/Social Lounge, Gym, and the laundry room.
2. If your access card or fob fails to operate a reader properly, contact the 2016 Main Business Office (the "Business Office") on the first floor as soon as possible. If you need assistance after regular business hours, contact the 2016 Main Access Control (the "Access Control") personnel at the garage booth to prepare an incident report for the 2016 Main Management (the "Management").
3. When entering/exiting a door, never allow an unknown person to follow you into the Building or the Parking Area. If someone asks you to let them into the Building or the Parking Area, please refer them to Access Control.
4. Never loan your access card, fob or EZ Tag to anyone. The access card, fob and EZ Tag are registered exclusively to you and your unit. If someone needs to access your unit or parking space while you are away, please contact the Business Office and provide written permission for your guest to access the unit or parking space. Our team will then grant your guest access to your unit or parking space. You should always accompany your guests when using the Building amenities. The access card, fob or EZ Tag should not be given to anyone who is not the unit's owner, renter or occupant.
5. To purchase an access card, fob or EZ Tag, you must be the owner, renter or occupant of a unit at the Building. Each owner, renter, and occupant must be registered with the 2016 Main Access Card System and the 2016 Main Property Management System to be an authorized user ("Authorized User") and to obtain an access device. Only Authorized Users are allowed to obtain an access device for the Building and the Parking Area. A fine of \$250.00, along with deactivation of the access devices, may be imposed on the owner if the access devices are found to be used by an unauthorized user.
6. It is strictly prohibited to copy or duplicate any access device and may result in an immediate fine of \$1,000.00.
7. To obtain an EZ Tag, you must be an owner, renter, or occupant of a unit at the Building registered with the 2016 Main Property Management System. Once your EZ Tag is activated, the door or gate to the

Parking Area will open to allow you to enter. Contact Access Control or the Business Office if your EZ Tag does not open the door or gate to the Parking Area. No tailgating (*i.e.* allowing the vehicle behind your vehicle to follow your vehicle into the Parking Area using your EZ Tag) is permitted in the Parking Area.

The Management team will address and assess any special situation or circumstance not addressed in these Access System Guidelines on a case-by-case basis.

By signing below, you acknowledge receipt of the access card, fob and/or EZ Tag and your agreement to the foregoing and further acknowledge that you have reviewed the Access System Guidelines with a representative of the Association and understand them. Each resident receiving an access card, fob or EZ Tag must comply with the Access System Guidelines and any other access card, fob or EZ Tag rules. In addition to levying fines and taking legal action, the access card, fob and EZ Tag may be deactivated by the Management, in its sole and absolute discretion, for violation of the Access System Guidelines. Renters must be registered with Management before obtaining an access card, fob or EZ Tag. Each owner of a unit and each resident of the unit is responsible for all persons who gain entry into the Building or Parking Area with their access card, fob or EZ Tag.

Print Owner's Name: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

Print Occupant's Name : \_\_\_\_\_ Occupant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Access Card Number: \_\_\_\_\_

Print Owner's Name: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

Print Occupant's Name: \_\_\_\_\_ Occupant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Access Card Number: \_\_\_\_\_

Additional Fob: \_\_\_\_\_ Additional Access Cards: \_\_\_\_\_

Print Renter's Name: \_\_\_\_\_ Renter's Signature: \_\_\_\_\_

Print Renter's Name: \_\_\_\_\_ Renter's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Access Card Number: \_\_\_\_\_

Additional Fob: \_\_\_\_\_ Additional Access Cards: \_\_\_\_\_

Print Renter's Name: \_\_\_\_\_ Renter's Signature: \_\_\_\_\_

Print Renter's Name: \_\_\_\_\_ Renter's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Access Card Number: \_\_\_\_\_

Additional Fob: \_\_\_\_\_ Additional Access Cards: \_\_\_\_\_



## CERTIFICATE OF ADOPTION OF FINING AMOUNT DIRECTIVE

THE STATE OF TEXAS                   §  
   §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF HARRIS                 §

**WHEREAS**, the Board of Directors (the "Board") of 2016 Main Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with the responsibility of administering and enforcing the Condominium Declaration for 2016 Main Condominium dated September 27, 1979, and recorded in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. G321703 (as it may be supplemented and amended from time to time, the "Declaration"); and

**WHEREAS**, Section 82.102(a)(12) of the Texas Property Code allows the Association, acting through the Board, to impose reasonable fines for violations of the Declaration, By-Laws of the Association (the "By-Laws") and rules of the Association (collectively, the "Governing Documents"); and

**WHEREAS**, the Section entitled "Fines" in the Amended and Restated Building Rules and Regulations effective \_\_\_\_\_, 2024 (the "Building Rules and Regulations"), provides that the Association, through the Board, may levy fines up to \$1,000.00 or such higher amount as the Board determines to be reasonable, depending upon the number of previous violations or the severity or nature of the violation (including, but not limited to, increased fines for violations of the Association's short-term rental restrictions and increased fines for expired vehicle registered stickers that are not cured before the increased fine has been levied); and

**WHEREAS**, while the Board reserves its right to assess additional fines and other charges for violations of the Governing Documents, the Board desires to direct the Association's property manager to assess fines for violation(s) of the Governing Documents in the amount set forth below without further direction or permission from the Board; and

**WHEREAS**, Article V, Section 5.11 of the By-Laws provides that at all meetings of the Board, a majority of the directors on the Board ("Directors") shall constitute a quorum for the transaction of business and that the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board; and

**WHEREAS**, the Board held a meeting on \_\_\_\_\_, 2024 (the "Adoption Date"), at which a majority of Directors were present and at which a majority of the Directors present duly passed the resolution described hereinbelow.

**RESOLVED:** That except where the initial fine for a violation of the Building Rules and Regulations is set forth in the Building Rules and Regulations (in which case, the Association's property manager is hereby authorized to levy an initial fine on behalf of the Association in accordance with the initial fine amount set forth the Building Rules and Regulations), the Association's property manager is hereby authorized to levy fines on behalf of the Association in accordance with the fine schedule set forth below (the "Fine Schedule"). If the violation occurs again or continues (*i.e.*, after the first violation), the fine amount will increase pursuant to the Fine Schedule, regardless of whether the violation was previously cured and/or previous fines paid to the Association.

#### **FINE SCHEDULE**

1. First Violation - \$250.00.
  2. Second Violation - \$500.00.
  3. Third Violation - \$750.00.
  4. Each Violation After the Third Violation - \$1,000.00.
- Fines in excess of the above amounts may be levied upon approval by the Board.

#### **ASSOCIATION:**

**2016 Main Owners Association, Inc.,  
a Texas non-profit corporation**

By: Mark Mays  
Mark Mays, Director

By: Jennifer Berger  
Jennifer Berger, Director

By: Karinne McCullough  
Karinne McCullough, Director

By: Susan Hill  
Susan Hill, Director

By: Stephanie Cockran  
Stephanie Cockran, Director

By: Kermit Eisenhut  
Kermit Eisenhut, Director

By: Dan Parsons  
Dan Parsons, Director

# **2016 MAIN OWNERS ASSOCIATION, INC.**

## **Outside Contractor Rules and Agreement**

**Revised Effective September 1, 2023**

2016 Main Owners Association, Inc.  
Outside Contractor Rules and Agreement

Effective September 1, 2023, these Outside Contractor Rules and Agreement ("Contractor Rules") have been adopted by the Board of Directors ("Board") of 2016 Main Owners Association, Inc. (the "Association" or "2016 Main") for the purpose of governing and regulating all contractors hired by owners at 2016 Main ("Owners") to perform work within their unit(s). These Contractor Rules are expressly made part of the Building Rules and Regulations (the "Building Rules") previously adopted by the Association and provided to each Owner. These Contractor Rules shall be in addition to any and all requirements found in the Condominium Declaration of 2016 Main Condominium (the "Declaration"), which governs each Owner's use and occupancy of the unit owned.

To the extent that there is any conflict between the terms of these Contractor Rules and the Declaration, the Declaration shall prevail. Each Owner is held responsible and accountable for referencing these Contractor Rules before beginning any work and strictly adhering to each item at all times. The enforcement provisions of the Building Rules previously adopted apply to these Contractor Rules. If you do not have a copy of the Building Rules, you are strongly urged to contact the property manager (the "Property Manager") at the 2016 Main Office (the "Management Office") immediately to obtain a copy.

For these Contractor Rules, the term "Contractor" when used shall mean any person or entity that performs work for an Owner or Owner's agent or representative to improve real property or to perform construction services to the unit(s), including Contractors affiliated with Owners in the building. This term shall also include all sub-contractors who are performing services on behalf of the Contractor. This shall also include any referenced rule and regulation to "Trades People" as defined or referred to in the previously adopted Building Rules.

For these Contractor Rules, the terms "construction," "work," or "improvements" shall also include any referenced rule and regulation associated with "Alterations" as defined or referred to in the previously adopted Building Rules.

All work must take place inside the Owner's unit or completely off the premises of the building grounds. All Owners shall ensure that their Contractors are not cutting wood or carpet in the corridors, garage areas, basement areas, or any other common area. **Owners and contractors are strictly prohibited from entering or breaking the sheetrock to tear down the shared and/or exterior perimeter wall of a unit without properly restoring the wall to its former condition, which includes the restoration of the "2-hour firewall" which is made of two 5/8-inch sheets of sheetrock. Metal studs are always required. Wood studs are strictly prohibited.**

The following Contractor Rules are outlined in the following categories:

- BEFORE
- DURING/ONGOING
- CONSTRUCTION WORK SPECIFICS



2016 Main Owners Association, Inc.  
Outside Contractor Rules and Agreement

- REVIEW OF WORK
- ENFORCEMENT AND INDEMNIFICATION
- PROJECT REVIEW

**BEFORE**

The following items must be reviewed, completed, enforced, and paid or provided before any Contractor is authorized to enter the Owner's unit with or without prior intent to perform any construction work or construction work-related activities. Inspecting a unit to provide a construction bid shall not be considered construction work or construction work-related activities if no work is performed. The deposit below is not required if the Owner is doing a minor alteration or non-intrusive work such as painting, shelving, appliance replacement without any plumbing alteration, or replacing an interior door. Please note that for any minor alteration or non-intrusive work, an application and a scoop of work must be provided to the Property Manager at the Management Office as well as approved in writing by the Property Manager.

**Deposits and Fines**

Before beginning construction, each Owner is required to submit to the Property Manager at the Management Office:

- (i) An Owner deposit of Five Hundred Dollars (\$500.00) ("Owner Deposit") paid by check or money order payable to the Association.
- (ii) A Contractor deposit of Five Hundred Dollars (\$500.00) ("Contractor Deposit") paid by check or money order payable to the Association; and
- (iii) Any additional fines, fees, penalties, or additional cleaning fees owed need to be paid to the Association in addition to the Owner Deposit and Contractor Deposit.

The deposits will be eligible for a refund after the Property Manager or a member of Management makes a visual inspection of the completed project and, in good faith, believes that the project has been completed in accordance with all building rules and regulations 2016 Main Condominium (the "Condominium") governing documents and that any fees owed, fines, penalties, or "clean up" charges that may be applicable have been paid in full. Acceptance of the project by the Property Manager is not acceptance by the Association or Property Manager that the work or project was performed correctly, that any required permits were obtained, or approval as to any other aspect of the work or project, all of which are expressly disclaimed.

Deposit requirements are in addition to all other requirements of these Contractor Rules. The Association reserves the right to waive the Contractor's deposit requirement on smaller jobs as the Property Manager deems appropriate in its sole discretion.

Failure to follow all the Contractor Rules for any reason will subject the Owners to a fine according to the Building Rules. If the Contractors fail to comply with the Contractors Rules or Building

2016 Main Owners Association, Inc.  
Outside Contractor Rules and Agreement

Rules, the Contractors will be subject to fines. The first violation will result in a fine of at least \$500, while the second violation will result in a fine of at least \$1,000. After the third violation, the Contractor(s) may be denied access to any or all common areas of the Condominium for a duration determined by the Property Manager, which may include a permanent suspension of access to the common areas of the Condominium.

**Scope of Work and Construction Plan**

- The Owner shall submit a complete scope of work and construction plans to the Property Manager at the Management Office before any work begins. No work shall begin until the Property Manager has approved in writing the scope of work and construction plans. Once the scope of work is approved, any additional change in the scope must be approved by submitting a change order for additional work to be performed by the Contractor, and it must be approved in writing by the Property Manager.
- The Property Manager reserves the right to review the scope of work and construction plans. The Property Manager also reserves the right to require that the scope of work and plans be reviewed by a construction consultant retained by the Association to determine, in its sole discretion, that the time, scope, content, and requirements of the work (such as utility shutoff, removal of walls or plumbing or electrical work) warrant such review. The cost of the consultant will be funded by the unit Owner if an assessment is needed.

**Approval of Plans**

**\*Minor alterations/Non-intrusive Work** The Owner/Contractor must fill out the Construction packet available at the Management Office before work begins. Note that the Owner is responsible, and this responsibility cannot be passed on to the Contractor. The precise scope of work must be identified, and the Property Manager must approve the forms in writing before work starts. In addition, the Property Manager requires that no Contractors are allowed to work on behalf of the Owners until their insurance has been received. Furthermore, the insurance must be approved in writing by the Property Manager. Even minor alterations need written approval by the Property Manager so work can be tracked in case there are noise or odor issues that may cause resident complaints.

- **Minor alterations/Non-intrusive work refers to work that can be performed without causing significant disruptions or modifications to existing structures. Examples of such work include replacing floor or wall tiles, installing new windows, and replacing kitchen or bathroom countertops without altering or relocating plumbing, electrical, or drainage connections. It also involves work like replacing unit floor coverings, painting, replacing interior doors or shelves, and installing appliances without the need for plumbing alterations.**

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Outside Contractor Rules and Agreement

**\*Major renovations/Intrusive work** (typically those that would take more than 3-4 weeks) must have written approval by the Property Manager before work starts. Management will set up a meeting convenient for all parties to review plans. Drawings and a very specific scope of work will be required for this meeting. As with minor alterations, no work can begin until Contractor insurance is approved in writing by the Property Manager and all appropriate forms are signed with any permit and or license that is needed per the scope of work. It is the responsibility of the Owner and not the Property Manager or the Association to ensure that all required permits and licenses have been obtained. Please submit the application to the Property Manager at least two weeks in advance for approval of the renovation. Please note all major renovation applications must provide a proposed start and completion date.

- **Major renovations/Intrusive work involves work such as demolition and rebuilding or removal of an interior wall(s) and any work involving electrical or plumbing components.**
- **Structural work involves the structural integrity of the building; this includes but is not limited to the removal of weight-bearing walls, removal of beams and ceilings, and any alteration which might adversely affect the insurability of the building.**

**Contractor Identification**

Before allowing any Contractor to perform work in the building, Owners are required to provide written notice to the Property Manager at the Management Office of (i) the names and if applicable, the associated company name of each Contractor as well as all employees or sub-contractors and personnel that will be requiring access to the building; and (ii) the type and scope of work the individuals will be performing. All contractors, repairmen, movers, and any other person with the intent to perform construction or repair work are required to exchange their valid identification for a 2016 Main Contractor badge in order to access the building. The Property Manager reserves the right to refuse access to the building to any contractors, repairmen, movers, and any other person with the intent to perform construction work if the Property Manager has not been previously notified of the individual or if the individual does not have proper and valid identification. Owners are responsible for checking the references of anyone performing work in their unit.

**Contractor Insurance**

Before the commencement of any work in the building, Contractors are required to provide evidence of insurance that meets specific terms and limits as required by the Association as outlined below:

- Comprehensive General Liability Insurance, which names the Association as an additional insured for at least Five Hundred Thousand Dollars (\$500,000.00) for minor alteration and at least One Million Dollars (\$1,000,000) for major renovations, intrusive work, and structural work.

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- Workers' Compensation Insurance covers all the Contractor's employees who will be entering the building for all reasons related to the work to be performed by said Contractor on the unit.
- 2016 Main Home Owners Association must be listed as additional insured on your Certification of Insurance or Homeowners Insurance.

**Construction Licenses and Permits**

Owners are responsible for ensuring that Contractors and associated employees, personnel, and sub-contractors have been issued **all appropriate and required licenses and permits** to carry out the work to be performed and to perform all work in accordance with all applicable laws, statutes, ordinances, rules, and regulations including, but not limited to, the City of Houston Building Code and Code of Ordinances and 2016 Main building standards.

**Owners or Residents Performing Work in Their Unit Without a Contractor**

Any owners or residents performing work in their unit without a Contractor are responsible for complying with these Contractor Rules to the extent these Contractor Rules are applicable to the work being performed. For example, anyone performing work in the building is responsible for obtaining all required permits and licenses and complying with all applicable laws. Please note that work performed by individual owners or residents may still require a city permit, especially when adding or repositioning any electrical wiring and/or performing plumbing work. Permits are required to remove any "fire-rated" wall in the bathroom, kitchen, or walls between units. Paperwork requirements and written approval by the Property Manager for all renovations and alterations still apply. For any unit that requires an asbestos survey for the unit, it is the Owner's responsibility to provide the Property Manager at the Management Office with the survey for the unit.

All electrical work must be done by a licensed electrician. All plumbing work must be performed by a licensed plumber.

A copy of any required licenses or permits must be provided to the Property Manager at the Management Office before work begins.

Before the commencement of any work in the building, owners or residents performing work without a contractor are required to provide evidence that the owner or resident has insurance that provides the same level of protection to the Association as an insured Contractor would be required to provide under these Contractor Rules.

**Acoustics considerations are important in the renovations of units.** Removing ceilings, replacing floors, and new penetrations in walls may lead to excessive sound transmission to neighbors, and plans need to address such issues and minimize such transmissions.

**Contractor Scheduling**

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Outside Contractor Rules and Agreement

All work must be scheduled to be performed only between the hours of 8:00 am and 5:00 pm, Monday through Friday. Contractors will be allowed access to the building at 8:00 am to set up if no work with loud noise is performed before 9:00 am. Any work that will or could be perceived as excessively loud must be scheduled after 9:00 am. Contractors will be allowed to remain in the building until 6:00 pm for cleanup if no work is performed after 5:00 pm. Should Management need to be brought in to make a final decision as to any work being defined as "excessively loud," the decision will be at the sole discretion of Management and shall not be eligible for dispute. All Contractors, please act on the side of caution when making this decision to avoid any possible conflict. Except for emergencies involving immediate concern for health or property damage or receipt of prior approval by Management, all major renovation construction work is prohibited on weekends and Association-designated holidays. Only non-intrusive work will be allowed on Saturdays and only from 9:00 am to 3:00 pm. These Non-Intrusive works still require submitting an application and detailed scope of work as well as coordination and written approval from the Property Manager.

**Contractor Parking and Building Access**

Contractors will not be permitted to park in the building's parking garage. All Contractors must enter and exit the building by way of the garage entrance Access Control. Any Contractor attempting to gain access to the building by way of the lobby entrance or any other entrance will be redirected to the garage Access Control entrance. All Contractors must be approved by Management and have submitted a proper application before gaining access to the building and unit.

**DURING/ONGOING CONSTRUCTION**

**Equipment Transportation**

Transportation of any equipment through the lobby of the building is strictly prohibited. Contractors must use the service/freight elevator at all times and if multiple loads will be transported, the Contractor is required to contact the Property Manager in advance to schedule a time to use the service/freight elevator. Contractors must ensure that a heavy-duty plastic, cardboard, or cardboard-like material is placed on the floor of the service/freight elevator and the entire hallway leading to their unit before moving any equipment, tools, or supplies. Masonite is required to be placed at the elevator landing while moving construction materials, debris, or large tools. Any cost to repair any damage to the floors of the service/freight elevator or hallway, which is determined to be either a direct or indirect result of failure to use or using insufficient protection, will be passed on to the Owner for immediate payment. Contractors shall refrain from tracking paint, sheetrock, grease, or any other substance or material onto the carpet and floors of the corridors and all common areas. This includes any marks by hands, clothing, or equipment on any surface of all walls of the corridors, elevator, or trash rooms. All Owners and Contractors are required to exhibit courteous and respectful behavior with others and, when possible, share elevators with Owners between deliveries or if your load is light. All Contractors are required to wear construction booties when leaving the units to prevent the debris of the construction to the common area.

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- An oversized load shall be defined as any object which extends beyond the natural capacity of the freight elevator. Contractors and Owners are required to give prior notice to the Property Manager of any intent to move an oversized load. Use of the service elevator for loads that would involve forcible entry or removal of any item or ceiling access panel removal is strictly prohibited. Management will contact the appropriate elevator service provider to remove the ceiling access panel. Any extra charge by the elevator service provider will be passed directly to the Owner and charges will be due immediately.

**Construction Work Clean Up**

Owners are responsible for assuring that all Contractors performing work completely clean up all debris or material from the Owner's unit, as well as all hallways, corridors, elevators, garage areas, and any other common area on an ongoing and daily basis during and after performing any work. This requirement shall include, when applicable, thoroughly vacuuming and sweeping all affected areas. Contractors are responsible for the removal of all trash by way of the service/freight elevators only. The building's trash chute cannot be used to remove large materials such as sheetrock, construction debris, or large quantities of trash. If the Property Manager, in his/her sole discretion, is not completely satisfied with the efforts of a Contractor or Owner to clean the affected areas, the Association will charge the Owner/Contractors a cleaning/removal fee. All clean-ups will require inspection by a member of the maintenance team before the Contractor leaves for the day.

**CONSTRUCTION WORK SPECIFICS**

**Air Conditioning Repairs or Replacements**

If an Owner replaces or repairs their air conditioning unit, the Owner (through a Contractor) will make the required preparations prior to the start of the work. This is the responsibility of the Owner (through a Contractor) and not the Association or the Property Manager.

**Balcony Tile Replacement**

If the balcony tile is being replaced, epoxy or sealant must be used to protect the concrete and rebar underneath.

**Environmental Issues**

Owners are hereby advised that there is asbestos-containing material located in the common area chases around the elbows, unions, and tees of the building pipes. There may also be asbestos-containing material or other hazardous materials in and around the common areas as well as each unit. Owners are responsible for making every effort to determine what environmental hazards, if any, will arise from the work to be performed by the Contractor. Owners are solely responsible for ensuring that all Contractors follow all applicable Federal, State, and local laws, ordinances, statutes, and regulations, including OSHA standards or any other applicable standards related to

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the work being performed. The Owner is prohibited from relying on or referencing any implied representation, statements, or other assertions by or from the Property Manager or the Association concerning the existence or the possible existence of any hazardous material. Owner represents that they have performed all necessary due diligence concerning the work to be performed and understands that the permission granted for work to be performed per these Contractor Rules does not constitute any express or implied warranty for the presence or treatment of hazardous or potentially hazardous materials.

**Painting / Refinishing**

Water-based paint is the only type of paint permitted to be applied in the unit. Lacquer or enamel-type paint must be applied completely off the premises of the building grounds. Before the application of water-based paint or floor re-finishing, the following precautions must be taken:

- The fan (blower) of the air conditioner must be turned off at the breaker box.
- Do not open the front door of the unit to the common area hallways; tape or seal the front door before opening the balcony doors so that paint fumes or associated odors are not able to escape into the hallways.
- All vents connected to the common area or other units must be completely sealed and/or taped.
- Extractor fans should be used to funnel odors from the unit to the outside.
- Application of oil and lacquer finishing is strictly prohibited from being performed in the unit as well as anywhere on site. Application of either of these materials must be performed and handled off-site at all times.

**Plumbing**

Any plumbing work that requires the water to be turned off may affect multiple units, including multiple floors. Owners are required to contact the Property Manager before performing any work at least three days in advance to allow for proper notification of residents who will be affected.

Installation of any "cartridge" type of plumbing fixtures (i.e., Moen, etc.) is strictly prohibited as they can cause the 'mixing' of hot and cold water. "Single Lever" type plumbing fixtures are permitted; however, the Owner is required to make sure all preventative maintenance is performed. Additionally, any replacement or installed fixtures MUST have integral shut-off valves of their own. These often come from a plumbing warehouse and are not necessarily available at normal consumer outlets.

Any "hot work" (i.e., soldering) associated with the plumbing must proceed with an alert to the Property Manager at the Management Office to arrange for proper hot work procedures as may be

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designated by the Association's insurance company. These procedures include arranging for a proper "fire watch" provided by the Contractor.

**Use of Association's Equipment / Management Company's Employees**

Use of any equipment or tools (including carts or dollies) owned by the Association is not available for Owner or Contractor use. Only equipment provided by the Owner or Contractor can be used. Any problems or incidents arising from such use will not be addressed or mediated by the Property Manager. Additionally, Owners are prohibited from asking building employees, or representatives of the Association, or the Property Manager to perform work inside a unit unless such work has been previously approved by the Association.

**ENFORCEMENT, INDEMNIFICATION, AND INSPECTION**

**Enforcement**

As stated in the Building Rules, the Association reserves the right to take any authorized action against any Owner that violates these Contractor Rules. These measures may include, but are not necessarily limited to, filing suit against any Owner for injunctive relief as well as damages and statutory fines. The injunctive relief sought may include an order that all work to be performed be stopped until the violation is cured.

**Indemnification**

In addition to all indemnification requirements provided for in the Declaration, Owner shall indemnify the Association, the Property Manager, as well as their respective owners, members, shareholders, officers, directors, agents, representatives, successors, and assigns (the "Indemnified Parties") from and against all claims, losses, injuries, or actions of any nature whatsoever, whether in contract, in tort or by statute, relating to, arising out of or in any way connected with activities of Owner's Contractor or any sub-contractor utilized by Owner's Contractor. **THIS INDEMNITY IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES AGAINST CLAIMS RESULTING FROM THEIR OWN NEGLIGENCE OR FAULT.**

**Inspection**

The Association, the Property Manager, and its representatives and contractors shall have the right to enter and inspect any unit during reasonable hours to determine whether work being done or completed in a unit complies with the requirements of the Building Rules and Outside Contractor Rules and Agreement.

**PROJECT REVIEW**



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The Association, the Property Manager, or their respective representatives or Contractors have the right to perform an overall project review which may include, but is not necessarily limited to, the following:

- On-site review of any preliminary or exploratory wall or ceiling penetration, if necessary.
- Review the project-specific application and attachments, including additional information that may be requested.
- On-site review of post-demolition/pre-construction work.
- Review on-site confirmation of any requested alterations to the approved modifications.
- On-site review of work certified by the Owner's licensed Contractors as following local, state, and national standards, such as electrical, plumbing, or fire safety.

**Review of Work in Progress** On-site review of work performed should be scheduled with the Property Manager by the Owner as needed at milestone points of the construction. If major changes to mechanical, electrical, structural, or other areas of the unit are made, an on-site review shall be scheduled and performed before any modifications are covered up by further construction.

**Final Review of Completion of the Project** A final on-site walk-through by the Property Manager and/or Association agents is done with the Contractor to review the site for visual compliance with the Condominium governing documents and the approved scope of work. Acceptance that the work or project does not appear to violate the Condominium governing documents is not acceptance by the Association or Property Manager that the work or project was performed correctly, that all required permits were obtained, or approval as to any other aspect of the work or project, all of which are expressly disclaimed. Once the final review is completed and the Property Manager, in good faith, believes that the project is not violating the Condominium governing documents, the deposit check(s) will be refunded to the Contractors and Owner within a reasonable time frame.

Neither the Property Manager, the Association, or any member of the Board shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Property Manager. In reviewing any matter, the Property Manager shall not be responsible for reviewing, nor shall the approval be deemed approval from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations. Furthermore, neither the Property Manager, the Association, the Board, nor their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any work or project.

**Potential Review Fees** On-site visits may incur a review fee, particularly if the Property Manager requires outside professional engineering or other assistance in evaluating the

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Outside Contractor Rules and Agreement

project's potential impact on the building or other Owners. The Owner will be responsible for paying the fee to the Association prior to such an on-site visit.

**Approval Process** Submit all applications with proper documentation to the Property Manager at the Management Office via email or in person. All applications must be detailed and legible. Depending on the project, the approval process by the Property Manager may take up to two weeks.

The undersigned Owner(s) and Contractor(s) have fully read the Contractor Rules, Building Rules, the Declaration, and other Condominium governing documents and agree to fully comply with the Contractor Rules, Building Rules, the Declaration, and other Condominium governing documents and to be bound by all of the terms and provisions set forth in the Contractor Rules, Building Rules, the Declaration and other Condominium governing documents.

Owner (s): \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Phone Number : \_\_\_\_\_

Date: \_\_\_\_\_



## **OWNERS ACKNOWLEDGEMENT OF CONTRACTOR RULES AND AGREEMENT FOR MINOR ALTERATIONS AND NON- INTRUSIVE WORK**

The undersigned, the Owner(s) of unit no. \_\_\_\_\_ at 2016 Main Condominiums, hereby acknowledges receipt of the foregoing Outside Contractor Rules and Agreement and represents that it will follow these rules when using outside contractors to perform minor alterations and or non-intrusive work in the 2016 Main Building and will execute and have all contractors execute the Notification of the Outside Contractor Rules and regulation, a copy of which is attached hereto, prior to the commencement of any work.

**Minor alterations/Non-intrusive Work - The Owner/Contractor must fill out the Construction packet available at the Management Office before work begins. Note that the Owner is responsible, and this responsibility cannot be passed on to the Contractor. The precise scope of work must be identified, and the Property Manager must approve the forms in writing before work starts. In addition, the Property Manager requires that no Contractors are allowed to work on behalf of the Owners until their insurance has been received. Furthermore, the insurance must be approved in writing by the Property Manager. Even minor alterations need written approval by the Property Manager so work can be tracked in case there are noise or odor issues that may cause resident complaints.**

**Minor alterations/non-intrusive work refers to work that can be performed without causing significant disruptions or modifications to existing structures. Examples of such work includes replacing floor or wall tiles, installing new windows, and replacing kitchen or bathroom countertops without altering or relocating plumbing, electrical, or drainage connections. It also involves work like replacing unit floor coverings, painting, replacing interior doors or shelves, and installing appliances without the need for plumbing alteration.**

Owner (s):

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Date: \_\_\_\_\_

## NOTIFICATION OF OUTSIDE CONTRACTOR

Contractor Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Work to be performed in Unit# \_\_\_\_\_ owned by \_\_\_\_\_ is as follows.

Please print the scope of work \_\_\_\_\_

Expected Start Date: \_\_\_\_\_

Expected End Date: \_\_\_\_\_

Management Approval Date: \_\_\_\_\_

Management Signature: \_\_\_\_\_



2016 Main Owners Association  
Application for Architectural Modification

Owner:

Unit #:

Date:

[Redacted]

1. Scope of Work:

[Redacted]

2. Wall Penetration: Does the proposed project

- a. Penetrate any walls, or remove or partially remove any walls?
- b. If "Y", what were the findings of the exploratory wall penetration at each location that can affect other units or common areas?
- c. Will any load-bearing structural columns of the building be involved in this modification?

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Application for Architectural Modification

- d. If walls and/or ceilings are to be removed or partially removed, confirm that you understand that a statement from a licensed fire sprinkler company or contractor is required to certify that sprinklers are within the code. Enter "Y" to confirm.
- e. If NA, explain:
- f. Attach a statement from a licensed sprinkler company when it becomes available. If it is applicable for your unit.

3. **Utilities:** Does this project have utility modifications?

- a. Electrical?
- b. Plumbing?
- c. HVAC?
- d. Relocation or replacement of kitchen appliances?
- e. If yes, are sufficient details provided on the scope of work?
- f. Disconnection of any mechanical, electrical, or plumbing?

6. **Permits:** Please list any Permits and License needed for the project

Name	Permit/License #	Expiration Date
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Others

2016 Main Owners Association  
Application for Architectural Modification

5. **Schedule of Proposed Work:**

NOTE: Enter only the project start date in Item "a" and the project end date in Item "j." The intermediate steps are for your planning purposes.

- a. Place and remove Common Area Protections daily
- b. Begin demolition
- c. Building Management review of demolition
- d. Wiring, Plumbing, Drywall Patch, City of Houston Inspections
- e. Building Management review of modifications
- f. Painting/equipment/cabinet/appliance installation
- g. The Final City of Houston inspections
- h. Post-construction Clean-up
- j. Management's final on-site review
- k. Is the start date you listed at least 15 days after the date this application will be submitted to the Management?

6. **Common Area Protections:**

Describe common area Protections you are providing during all phases of construction. Refer to During/Ongoing Construction of the Construction Rules and Regulations:

2016 Main Owners Association  
Application for Architectural Modification

**7. Owner's Statement of Work – Instructions:**

Please provide a detailed Statement of Work describing the proposed project in each Work Area. The Statement of Work should complement the plans and describe the removal of walls, replacement of fixtures or features in the Condo, and provide additional explanations where sufficient details on the plans are not provided. Use the separate Statement of Work template to fill in the blanks and provide answers.

The Statement of Work needs to be a written description of each portion of the work proposed. The Statement should be as detailed as you can make it. The building management needs to understand what you are proposing and will use the Statement in its review to confirm that the plans provide details that fully show the work included in the Statement. Details in the Statement not shown on the plans or plan details that do not match the Statement can lead to delays in the review and approval process.

**8. List of Contractors (if known):**

Type	Name	Company	Cell Phone	License Type & #
General Contractor				
Electrician				
Plumber				
Engineer				
Painter				
Tiler				
Carpenter				
Flooring				
Other:				



2016 Main Owners Association  
Application for Architectural Modification

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**9. City of Houston Permits:**

- a. Confirm that all permits required by the City of Houston for the work proposed are the responsibility of the owner. All required permits must be displayed the when the unit is under construction Check box to confirm.
- b. Confirm the building management will not be involved in the permit process for any project. Check box to confirm.
- c. Confirm the owner should work with their contractors and the City of Houston in a direct manner to ensure that all required permits are filed, and all necessary inspections are scheduled with and performed by the appropriate City department. Check box to confirm.
- d. Confirm that open permits are to be timely closed. Check box to confirm.

**10. Contractor's Rules:**

- a. Confirm that your contractor has signed a copy of the Contractor's Rules in a meeting with the Building Manager. Check box to confirm.

- 11. The 15-day review time is predicated on receiving a complete and correct application. As the owner of this Unit, it is my responsibility to ensure that this application is as correct and complete as possible. If this application is incomplete, I expect delays and/or denial of approval until all requested administrative and technical information has been provided to the building management for review.**

2016 Main Owners Association  
Application for Architectural Modification

12. **Submission of Application to Building Manager:**

- Email Digital copy of the signed Application and Statement(s) of Work in PDF
- Original hard copy application (with original signature) and all attachments in the Main Office or in Connect.

13. **Management Approval:**

Confirm that you understand that approval by the building management does not constitute any representation or warranty by the Association as to the adequacy or sufficiency of the alterations, additions, modifications, improvements, plans, specifications, drawings or the contractors, subcontractors or other personnel performing the work, nor any representation or warranty of compliance with laws, codes, or ordinances. Check Yes to confirm.

By signing below, and as the owner of unit \_\_\_\_\_ at 2016 Main Condominium, I acknowledge that I have read the annotated version of the relevant portions of the Declaration, all proposed work conforms to its requirements, and I have provided a full description and details of this project.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

2016 Main Owners Association  
Application for Architectural Modification

List of Your Attachments & Enclosures		
1. ITEM 1	Licensed Fire Sprinkler Company Certification, if applicable	
2. ITEM 2	Contractor's Scope of work	
3. ITEM 3	Owner's Statement(s) of Work for Each Proposed Work Area	
4. ITEM 4	Permits and inspections, if applicable	
5. ITEM 5	Certificate of Insurance for Contractors	
6. ITEM 6	Signed copy of the application and contractor's rules and regulation	

**Pending Approval:**

**Declined Approval:**

**Building Management Approval:**

**Contractor Approval:**

**Witness Approval:**



# OWNER/RESIDENT INFORMATION SHEET

In an effort to promote effective communication and to receive notices regarding your community, Sec. 209.0051, Subsection (e) (2) (B) of the Texas Residential Property Owners Protection Act allows "sending a notice by e-mail to each owner who has registered an e-mail address with the association." Per Sec. 209.0051 Subsection (f), "It is an owner's duty to keep an updated e-mail address registered with the property owners' association." Therefore, we respectfully request that you register your e-mail address with your Association. Owners are requested to provide the Association with the following information within 30 days of receipt of this form. This information is kept confidential and can be critical in an emergency.

Full Name:		Owner	Resident
Property Address:			
Mailing Address:			
Home Phone:		Business Phone:	
Other:		Mobile Phone:	
E-Mail Address:			
Fax Numbers:			
Card Numbers:			
SPOUSE INFORMATION: Name:			
Business Phone:		Mobile Phone:	
Other:		Fax:	
E-Mail Address:			
Children/Other Resident Names		Date of Birth	Sex
EMERGENCY CONTACT			
Full Name:		Relationship:	
Home Phone:		Business Phone:	
Other:		Mobile Phone:	
This information will be kept confidential. The purpose of the request is to maintain proper records, identify the residents entitled to use the facilities and have emergency contact information.			



CONDOMINIUM

### Skyline Room Reservation

Resident: \_\_\_\_\_ Unit: \_\_\_\_\_

Date: \_\_\_\_\_ Contact number: \_\_\_\_\_

I acknowledge that the Skyline Room at 2016 Main and its facilities are amenities for the benefit, use, and enjoyment of 2016 Main residents. In reserving the Skyline Room for a private function, I, as a resident of 2016 Main, undertake the responsibility of having it cleaned immediately after the function and leaving the Skyline Room in a neat and clean condition for the use and enjoyment of other 2016 Main residents.

I also agree that if the damage is caused to the Skyline Room or common areas (including but not limited to elevators, garage, lobbies, hallways, furniture, or fixtures) as a result of my conduct, or the conduct of any persons in attendance at my function, I am personally responsible for the repair or replacement to restore the Skyline Room to its original condition. This includes but is not limited to, any damage caused by invited guest(s), servants, caterers, band members, or any other person(s) attending the function.

I acknowledge and agree that I am personally responsible for any damages caused by my act(s) or omission(s) or the act(s) or omission(s) of my guest(s), invitee(s), or attendee(s) when they have consumed any type of alcoholic beverage, either before, during or after the function I am sponsoring.

Attached is a certificate of insurance evidencing that I have liability insurance coverage for the function in an amount not less than \$500,000.00. I agree that this coverage is primary to any coverage that the Owner of the Skyline Room or Management may have. I hereby indemnify and hold harmless, 2016 Main Owners Association, Inc. and Oak Leaf Management may have. I hereby indemnify and hold harmless, 2016 Main Owners Association, Inc. and Oak Leaf Management Company, as well as their respective members, shareholders, partners, affiliates, officers, directors, agents, employees, successors, and assigns from and against any and all claims, liabilities, actions, and damages arising out of or connected with my use of the Skyline Room or the function I will have in the Skyline Room. My certificate of insurance, attached, lists two entities as additional insured:

1. 2016 Main Owners Association, Inc.
2. First Service Residential

By signing below, I understand that my deposit of \$400 will be forfeited in full if any one or more of the following occur, (1) any infraction(s) of the Skyline Room or 2016 Main Building Rules & Regulations; (2) a complaint is received from any resident by Management or the Garage or Front Door Security regarding noise or unruly conduct by me or any person attending my function; (3) any damage is caused to the Skyline Room and its facilities; (4) the Skyline Room has not been cleaned in an appropriate or timely manner.

Signature

Date of Function: \_\_\_\_\_ Time of Event: \_\_\_\_\_

End Time: \_\_\_\_\_

Type of Function: \_\_\_\_\_

Number of Guests: \_\_\_\_\_ (maximum 50)

Deposits: { } Yes { } No

Certificate of Insurance Received { } Yes { } No Amount

Paid: \_\_\_\_\_

Management Representative: \_\_\_\_\_

Date: \_\_\_\_\_



### Rules and Regulations

**The following rules must be followed when Reserving and Using the Skyline Room. All forms are available in the Management Office.**

1. Only residents of the 2016 Main are permitted to reserve and use the Skyline Room. A maximum of fifty (50) guests are allowed at a function, except for one sanctioned by the Board of Directors.
2. The resident reserving the Room must be present at the function throughout its duration. That resident is solely responsible for their guests and any damage caused.
3. The resident must complete and sign the Skyline Reservation form, the Information Sheet, and the Skyline Room Rules and Regulations.
4. Three checks: \$100.00 clean-up deposit, \$300.00 damage deposit, and \$150.00 Skyline Room charge. Proof of insurance that satisfies the requirements found in the Skyline Room Reservations form must be provided by the resident reserving the Skyline Room on the day the reservation is made. Your reservation is confirmed only when payment is received. The deposit is refundable after Management has inspected the room's condition.
5. The 2016 Main Owners Association, Inc owns the Skyline Room. The Association intends the facilities to be used as an amenity for the building's residents (so long as its use is not abused) and not as an income center for the residents. A building resident who sponsors a party may not charge their guest's admission or rent the room to anyone else. Tbc. sale of alcoholic beverages or tickets for the purchase of alcoholic beverages is strictly forbidden.
6. The sixth floor is a residential floor. Guests may not roam freely on the floor or elsewhere throughout the building. They are restricted to the 6th floor Skyline ROOM Only (Unit 603). There must be no drinking. Eating, congregating, or disruptive activities in the halls, elevators, lobbies, or other common areas of the building. The Skyline Room or Exercise Facility doors should remain closed (except for entering and exiting the function) to avoid unnecessary noise in the hallway and for life safety reasons. The exercise Facility is not part of the Skyline Room facility and must not be used by Skyline Room guests.
7. The resident must hire adequate security meeting the requirements established by the Board of Directors or uniformed off-duty police officers to enforce the Skyline Room and 2016 Main Building Rules and Regulations Officer Darren Barnett 832.578.9343

8. The Skyline Room and the interior common areas of 2016 Main are a "no smoking" facility. Guests may only smoke at the designated smoking area on the pool deck.

9. The function must end by midnight! The Skyline Room must be cleaned and restored to its original condition by 1:00 a.m. following the function. The Skyline Room key should be returned by 1:00 a.m. to the person on duty at Garage Booth. If the Skyline Room is not cleaned and the Skyline Room key is turned in by 1:00 a.m., your deposit will be forfeited. Please remember this is a residential building, and people live and sleep on the 6th and 7th floors. Bagged trash should be removed from the 6th floor Service Room. The Room must be cleaned as per the attached Skyline Room Clean-up Checklist. In order to have your deposit returned, you must have it inspected by the engineer on duty (24-hour position) before leaving the room immediately after your event. Management does not provide staff or cleaning supplies and/or equipment to clean the Skyline Room. The resident reserving the Skyline Room is responsible for planning and making necessary arrangements to clean the room.

10. Residents may use the smaller conference room, which is part of the Skyline Room, for functions with a maximum of twenty (20) guests. If no alcoholic beverages are served, no security personnel or certificate of insurance is required. However, renters or owners must always supply a certificate of insurance.

11. The sixth floor is a residential floor. Guests may not roam freely on the floor or elsewhere throughout the building. If we receive any noise complaint you will receive a warning to cure the noise complaint. If the noise complaint is not resolved, management has the right to ask the resident to leave the party room. There must be no drinking. Eating, congregating, or disruptive activities in the hallways, elevators, lobbies, or other common areas of the building. There must be no slamming doors or loud noise in the hallways or common areas.

By signing below, you acknowledge that you have read the Rules and regulations and will abide by the policy guidelines.

Print First and Last Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_



RP-2024-222887





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/2017

<b>PRODUCER</b> East Main Street Insurance Services, Inc Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-8521 Email: info@theeventhelp.com	<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>												
<b>INSURED</b>  2018 Main St, Apt Houston, TX 77002	<table border="1"><tr><td><b>INSURERS AFFORDING COVERAGE</b></td><td><b>NAIC #</b></td></tr><tr><td>INSURER A Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B</td><td></td></tr><tr><td>INSURER C</td><td></td></tr><tr><td>INSURER D</td><td></td></tr><tr><td>INSURER E</td><td></td></tr></table>	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A Evanston Insurance Company	35378	INSURER B		INSURER C		INSURER D		INSURER E	
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INSURER B													
INSURER C													
INSURER D													
INSURER E													

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM/ADD'L TRINERS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A Y	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability		07/28/2017  07/28/2017	07/30/2017  07/30/2017	<table border="1"><tr><td>EACH OCCURRENCE (includes bodily &amp; prop. damage)</td><td>\$ 500,000.00</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/PROP AGG</td><td>\$ 1,000,000</td></tr><tr><td>DEDUCTIBLE</td><td>\$ 1,000</td></tr></table>	EACH OCCURRENCE (includes bodily & prop. damage)	\$ 500,000.00	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/PROP AGG	\$ 1,000,000	DEDUCTIBLE	\$ 1,000
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PRODUCTS - COMP/PROP AGG	\$ 1,000,000																
DEDUCTIBLE	\$ 1,000																
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				<table border="1"><tr><td>COMBINED SINGLE LIMIT (E &amp; accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (E & accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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	<b>GARAGE LIABILITY</b> ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN EA ACC</td><td>\$</td></tr><tr><td>AUTO ONLY: AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																
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	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$		\$
EACH OCCURRENCE	\$																
AGGREGATE	\$																
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	\$																
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
WC STATUTORY LIMITS	OTH ER																
E.L. EACH ACCIDENT	\$																
E.L. DISEASE - EA EMPLOYEE	\$																
E.L. DISEASE - POLICY LIMIT	\$																

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 28 07 04.  
Attendance: 50, Event Type: Social Reception - No Charge for Admission / Invite Only - Indoor.

## CERTIFICATE HOLDER

2018 Main Owners Association, Inc.  
First Service Residential  
2018 Main St  
Houston, TX 77002

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENGAGE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~OUTFALLERS TO DO SO SHALL~~ ~~RESPONDING GUARANTEE OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

*Will Maddux*

# Special Event Insurance

by The Event Helper

## ■ Venue acceptance guaranteed

2016 Main Owners Association accepts our policies!  
Click anywhere on this flyer and you will be directed  
to our application with their requirements pre-filled.

## ■ Short on time?

A quote is free and takes only minutes on  
[www.TheEventHelper.com](http://www.TheEventHelper.com). Documents are issued  
instantly and sent to your venue upon purchase.

## ■ Prefer to talk to a human?

We're happy to help! Call 855-493-8368 or email  
[info@theeventhelper.com](mailto:info@theeventhelper.com). Be sure to mention that your  
venue is a partner with us.

## ■ Procrastinator?

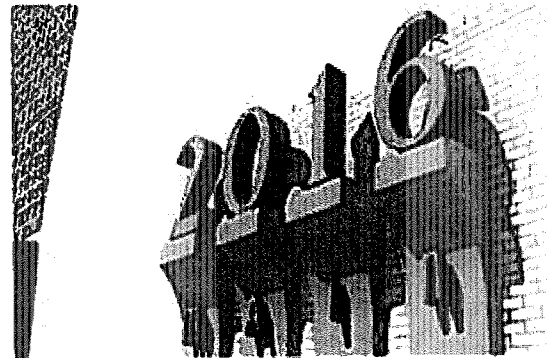
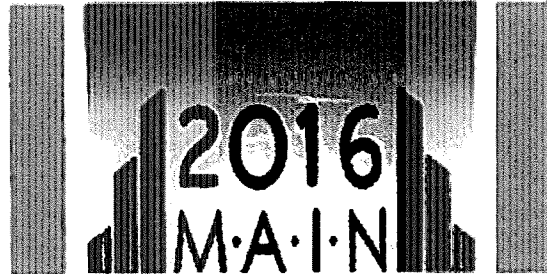
We are open 24/7 online at  
[www.TheEventHelper.com](http://www.TheEventHelper.com). Our office is open M-F  
7am to 5pm PST.

## ■ Having alcohol at your event?

We offer Host Liquor coverage at no additional cost and  
Retail Liquor coverage for an additional premium.

## ■ Selling or providing event services?

Our Event Insurance program can also provide policies  
for vendors, photographers, DJs, and more!



## SKYLINE ROOM RESERVATION INFORMATION SHEET

TO: Management Office

FROM: Lisa Nehal, General Manager

DATE: \_\_\_\_\_

RE: Skyline Room Reservation Information Sheet

**(THIS SHEET MUST BE COMPLETED AND RETURNED TO THE MANAGEMENT OFFICE 4 DAYS PRIOR TO THE SCHEDULED EVENT)**

1. Resident Sponsor \_\_\_\_\_ Unit # \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

2. Date of Event \_\_\_\_\_

3. Time of Event \_\_\_\_\_

4. Expected Number of Guests \_\_\_\_\_

5. Guest List (should be attached) alphabetical order please

6. Elevator Reservations: Date \_\_\_\_\_ Time \_\_\_\_\_

7. Parking Arrangements Where?  
\_\_\_\_\_  
\_\_\_\_\_

Company \_\_\_\_\_ Person \_\_\_\_\_

8. Clean Up Staff-Company \_\_\_\_\_

Person/Persons \_\_\_\_\_

9. Room Inspected-Date \_\_\_\_\_ Person \_\_\_\_\_

Deposit Returned-In Person \_\_\_\_\_ Mailed \_\_\_\_\_

10. Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Certificate of Insurance attached. Yes \_\_\_\_ Verified? Yes \_\_\_\_ Must be initialed by Management

## Skyline Closing Checklist

1. Remove trash from trash bins\_\_\_\_\_
  2. Bar area is cleaned and cleared of clutter\_\_\_\_\_
  3. Bathroom cleaned with no trash\_\_\_\_\_
  4. Tables and chairs are cleaned and stored in designated area\_\_\_\_\_
  5. Floor cleaned and mopped of any visible stains\_\_\_\_\_
  6. Any visible stains or damages on the wall, floor and bar/kitchen area?\_\_\_\_\_
- 

**The party room was reserved with 2 checks:**

**One for a \$100 Clean-up Deposit and \$300 for a Damage Deposit.**

The Party Room must be cleaned up after each party by the Resident having the party. After clean-up, then you turn the Skyline keys into Access Control ...they will call the maintenance person on duty. The maintenance person will inspect the Party Room with the Resident and make sure that it is properly cleaned. Both parties will sign to show that it has been inspected and the Maintenance person will leave his notes if it was not properly cleaned. In the instance that the room is not adequately cleaned.... the Maintenance person shall note down what is not done and the Reservation fee of \$100 will not be refunded back to the Resident. However, the other \$300 will. This is to ensure regular Party Go-ers have the same consideration that is expected of everyone here at 2016 Main. Thank you for your cooperation.

Inspected By:\_\_\_\_\_

Date & Time: \_\_\_\_\_

Resident's Name: \_\_\_\_\_

Unit # \_\_\_\_\_

RP-2024-222887

**Certification of Compliance with Owners' Rental Guidelines**  
**[To be filled out by each Owner renting the unit]**

Print Owner's First and Last Name: \_\_\_\_\_

Print Managing Agent First and Last Name (if applicable)

\_\_\_\_\_

Managing Agent's Signature (if applicable) \_\_\_\_\_

Print Renter's First and Last Name: \_\_\_\_\_

Renter 1 Signature: \_\_\_\_\_

Renter 2 Signature: \_\_\_\_\_

Print Occupant's First and Last Name: \_\_\_\_\_

Occupant's Over 18 Signature: \_\_\_\_\_

Unit number: \_\_\_\_\_

**Owner certifies that Owner has complied with Owner's Rental Guidelines Section of 2016 Main Owners Association, Inc. Amended and Restated Building Rules and Regulations (the "Building Rules and Regulations")**

**Owner certifies that Owner has provided, and all of Owner's Renters and Occupants over 18 years of age have received and reviewed, the Condominium Declaration for 2016 Main, the By-Laws of 2016 Main Owners Association, Inc., and the Building Rules and Regulations.**

**The Building Rules and Regulations must also be signed by the Renter and all Occupants over 18 years of age during the Renter's orientation. (Management will provide orientation).**

**Please attach the following five (5) documents with the signed lease. The Owner, all Renter's, and all Occupants over 18 years of age must sign this Rental certification.**

- Copy Renters Insurance
- Copy Landlord Insurance
- Copy of Renter's and Occupant's over 18 years of age background check
- Copy of the lease
- Valid Identification Card for Renter's and Occupant's over 18 years of age
- Complete orientation check-list with management prior to move-in

Orientation Completion Date \_\_\_\_\_.

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The following fees must be paid to the Association prior to the Renter's or Occupant's move-in.

**Move in Fee .....\$200**

**Furnished Unit Move-In-Fee.....\$50**

**EZ Tag for the access to garage.....\$ 25.00**

**Access Cards are \$ 50.00, and Fobs are \$ 60.00**  
**(refundable deposit in good condition only)**

**Please make payment by cashier check or money order payable to 2016 Main Owners Association**

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# Pages 70  
06/20/2024 09:27 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$297.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2024-222887